

MEETING DATE: 7/28/08

AGENDA ITEM: Accepting Grant Funds from Los Angeles County Department of Public Health Policies for Livable Active Communities and Environments (PLACE) Program Grant for Preparation of a Citywide Bicycle and Pedestrian Master Plan and Related City Code and Policy Amendments, and Related Physical Project.

ATTACHMENT

		Page
1	PLACE 2007-01 Sample Agreement, Exhibit, Additional Provisions	1-84

PLACE 2007-01 EXHIBIT:

SAMPLE AGREEMENT, EXHIBIT, ADDITIONAL PROVISIONS

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Contract Number _____
(cost)

SAMPLE AGREEMENT

This AGREEMENT is made and entered into this _____

day of _____, 2008,

by and between County of Los Angeles (hereafter "County")

and City of Culver City (hereafter "Contractor")

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

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, and title 17, California Code of Regulations, Section 1276 requires the County Health Officer to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of Public Health or his/her authorized designee(s); and

WHEREAS, County has allocated funds for the development and implementation of a chronic disease prevention initiative that will increase access and decrease barriers to routine physical activity through policy change and improvements to the physical environment (hereafter referred to as "the PLACE Initiative"); and

WHEREAS, on August 17, 2007, County released a Request For Initiatives

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("RFI") for PLACE Initiative proposals in Los Angeles County [PLACE 2007—01] with the objective of identifying agencies, cities, and schools/school districts with experience in local policy efforts related to land use and community design decisions that promote physical activity; and

WHEREAS, on or about November 13, 2007, Contractor submitted a proposal (hereafter "Proposal") in response to County's RFI for PLACE Initiative proposals in Los Angeles County, which Proposal is incorporated into this agreement by reference; and

WHEREAS, the Contractor has provided full, complete and accurate information in Proposal; and

WHEREAS, County requires the Contractor to fully execute, to the best of its ability, all activities outlined in Appendix C, Scope of Work; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities and has offered its resources to the County to carry out the objectives of the PLACE Initiative; and

WHEREAS, County believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing and able to provide the services described herein, and in Appendix C, Scope of Work, for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date executed by the parties hereinabove, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect through June 30, 2009. Said agreement may thereafter be renewed for two (2) one (1) year terms (through June 30, 2010; or June 30, 2011, as appropriate), to be exercised at the sole discretion of the Director in accordance with the notice provision of this agreement.

In any event, this agreement may be cancelled or terminated at any time by County, with or without cause, upon the giving of prior written notice at least thirty (30) calendar days before the cancellation or termination date to the contractor. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereto, and this Agreement may be terminated by County

4.

immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

- a. Immediately eliminate all new costs and expenses under this Agreement. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.
- b. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

Contractor may terminate the performance of services hereunder upon the giving of at least one hundred-twenty (120) days advance written notice to County.

2. DESCRIPTION OF SERVICES: Effective July 1, 2008 through June 30, 2011, Contractor shall provide services in the manner and form as described in the body of this Agreement and in Appendix C, Scope of Work, which is attached hereto and incorporated herein by reference.

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

In addition, all services provided herein during the term of this agreement shall be in the manner and form described herein and in the following documents, all of

which are attached hereto and incorporated herein by reference.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of PLACE Initiative services, and the County has, or may enter into agreements (i.e., contracts) with other providers to provide PLACE Initiative services, or may perform all or part of such services, when possible, using County employees.

4. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon the receipt of written notice from Director that: (1) such employees have violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect any of the activities of County departments and/or programs. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

5. MAXIMUM OBLIGATION OF COUNTY: Effective July 1, 2008 through June 30, 2011, the total maximum obligation of County for all activities outlined in this Exhibit is \$330,000. Of this sum of \$330,000, County's maximum obligation for all policy-related activities hereunder shall not exceed \$310,000, and County's maximum obligation for all capital costs for the physical project shall not exceed \$20,000.

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Of County's maximum obligation for policy-related activities, County shall reimburse Contractor, according to the BILLING AND PAYMENT Paragraph and the REIMBURSEMENT Paragraph of this Exhibit, for the following sums: County shall reimburse Contractor up to \$105,000 for Term 1 (July 1, 2008 to June 30, 2009) ; up to \$105,000 for Term 2 (July 1, 2009 to June 30, 2010); up to \$100,000 for Term 3 (July 1, 2010 to June 30, 2011).

During each of the above terms, a portion of the budget may be set aside for expenses associated with attending training and conferences related to the initiative. County shall reimburse Contractor, according to the BILLING AND PAYMENT Paragraph and the REIMBURSEMENT Paragraph of this Exhibit, up to \$5,000 for staff training and conferences per term. Such expenses are included in the County's total maximum obligation of \$330,000.

Contractor shall use County funds only to pay for activities set forth in the Exhibit(s) and Appendices attached hereto and incorporated herein by reference. During the period of July 1, 2008 to June 30, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for capital costs for the physical project shall not exceed \$20,000. The total maximum obligation of County for all policy-related activities and capital costs combined is \$330,000.

6. BILLING AND PAYMENT: County agrees to compensate Contractor for actual reimbursable cost as set forth in the Exhibit(s) and Appendices(s), attached hereto and incorporated herein by reference.

Contractor shall bill DPH monthly in arrears for all services provided by Contractor at its County approved site and service area, during the preceding calendar month. Contractor further shall submit billings according to the terms set forth in the payment requirements paragraph of said Exhibit.

Payment by County hereunder shall be made within a reasonable period of time after receipt of a billing statement which is deemed to be complete and correct by each DPH's Expenditure Management Division.

Payment by County for capital costs for the physical project shall be made following receipt of original invoices for capital costs related to the physical project (e.g. work performed by a construction or installation company). Total costs reimbursed for the physical project shall not exceed \$20,000 total over the life of the initiative..

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION: If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his/her authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If such increase does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such changes will not be retroactive, but will apply to future services following the provision of written notice

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from Director to Contractor Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%), approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should 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 Agreement shall not constitute a waiver of County's right to recover such payments from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

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

to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 11, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

- a. Evidence of Insurance: Certificate(s) or other evidence of coverage must first

be submitted to PLACE. Once approved by PLACE, Contractors need to submit a copy addressed to Director at: DPH: Contracts and Grants Division: 313 North Figueroa Street, Room 601; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- i. Specifically identify this Agreement.
- ii. Clearly evidence all coverages required in this Agreement.
- iii. Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- iv. Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- v. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- c. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- d. Notification of Incidents, Claims, or Suits: Contractor shall report to County:
 - i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - ii. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

iii. Any injury to a Contractor employee which occurs on County property.

This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

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

e. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

f. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- i. Contractor providing evidence of insurance covering the activities of subcontractors, or
- ii. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

a. General Liability Insurance (written on Insurance Services Office ["ISO"]

policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

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

c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

12. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or

delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, in its discretion, and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegate on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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, sale, exchange, assignment, or divestment is effected in such 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 this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, delegation, subcontract, 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 this

Agreement which may result in the termination of this Agreement. 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.

13. SUBCONTRACTING:

- a. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:
 - i. Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
 - ii. A detailed description of the services to be provided by the subcontract.
 - iii. The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 - iv. A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)
 - v. Any other information and/or certification(s) requested by Director.
- b. Director shall review Contractor's request to subcontract and shall

determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

- c. 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 Agreement, 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 Agreement.
- d. 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.
- e. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- f. 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 Paragraphs 8, 9, 10, 13, 14, 15 and 16, of the body of this Agreement, as well as, all of the provisions of the Additional Provisions section of this Exhibit. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

- g. Following approval by Director, all subcontracts must be submitted to County within thirty (30) calendar days following the effective date of subcontract.
- h. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

14. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

15. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent

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

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated by reference, is a document labeled "Additional Provisions," of which the terms and conditions therein contained are part of this Agreement.

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

18. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Schedule(s), and/or any other documents incorporated herein by reference,

the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s) and/or Schedule(s) attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, 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 Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's primary business office is located at 9770 Culver Boulevard, Culver City, CA 90232-0507. Contractor's primary business telephone number is (310) 253-5616, facsimile/FAX number is (310) 253-5626 and electronic mail ("e-mail") address is john.rivera@culvercity.org Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/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 Agreement. 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 Public Health
Public Health Director's Office
313 North Figueroa Street, Room 806
Los Angeles, California 90012-2659

Attention: Chief of Staff

- (2) Department Public Health
Contracts and Grants Division
313 North Figueroa Street, Room 601
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attention: John Rivera

Senior Management Analyst

9770 Culver Blvd

Culver City, CA 90232-0507

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Public Health, and Contractor has caused this Agreement to be subscribed
in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

Jonathan E. Fielding, M.D., M.P.H.

Director and Health Officer

Agency Name

By _____

Signature

Print Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.

BY THE OFFICE OF THE COUNTY COUNSEL

County Counsel

By _____

Deputy

APPROVED AS TO CONTRACT

ADMINISTRATION:

Department of Public Health

By _____

Gary T. Izumi, Chief

Contracts and Grants

Division

gi:05/30/07

PLACE.GI

EXHIBIT

LEGAL NAME OF CONTRACTOR

DESCRIPTION OF SERVICES

1. DEFINITION: The PLACE Initiative is a comprehensive and innovative set of activities that result in improvements to the built environment through policy change and physical project implementation with the goal of increasing access and reducing barriers to physical activity. PLACE Initiatives must be carried out by qualified Applicants and their partners in accordance with the Request For Initiatives ("RFI") and must, along with all other requirements delineated in the RFI and Appendix C, Scope of Work: demonstrate satisfactory community engagement; develop promotional materials to educate and inform; develop and implement policy action plans; develop and implement physical project action plans; hold educational meetings and promotional activities; and collaborate with existing programs.
2. GENERAL: Contractor shall be responsible for the recruitment, hiring, training, work schedules, supervision of project staff, and purchasing of all necessary supplies for the provision of services hereunder.
3. STAFF:
 - a. For the purpose of this Agreement, staff shall be defined as paid and

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- volunteer individuals providing services as described in Appendix C, Scope of Work, attached hereto and incorporated herein by reference. Contractor shall hire, suspend, discipline or discharge all such staff.
- b. County may refuse utilization of specific staff of Contractor for any reason, and, in such event, such staff member shall be immediately removed from services hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.
 - c. Contractor shall ensure that the staff hereunder are properly qualified, trained to provide contracted services, and paid a competitive salary (if remunerated).
 - d. Contractor shall ensure that appropriate staff attend the PLACE Program mandatory orientation meeting and scheduled Learning Network meetings.
 - e. Contractor shall ensure to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time under this Agreement. This individual is hereafter referred to as the Initiative Coordinator. Exceptions to this policy will be considered by County (for example, in the event that in-kind project coordinator staff is provided by Contractor). However, approval of any exceptions to this requirement must be justified and approval obtained in writing by

the Director. In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff identified in the Contractor's detailed budget as presented to County during the development and negotiation on this Agreement. For the purpose of this Agreement, an individual who provides unpaid services to Contractor shall be defined as a "volunteer."

- f. The Initiative Coordinator shall (1) provide overall leadership and administration of the initiative; (2) lead efforts for the policy change and physical project as outlined in Appendix C, Scope of Work, including but not limited to, overseeing the efforts of all initiative partners; (3) coordinate the partnership, via efforts that include, but are not limited to, convening meetings, facilitating partners' decision-making, and tracking decisions made; (4) coordinate the development of the policy action plan and physical project action plan identified in Appendix C, Scope of Work; (5) manage the initiative's progress, troubleshoot barriers, and facilitate the timely completion of deliverables; (6) serve as partnership's liaison with DPH; (7) work with DPH's Technical Assistance Coordinator to identify the initiative's technical assistance needs and devise annual technical assistance plans; (8) supervise all staff working under the initiative, and ensure

continuous operation throughout the term of this Agreement with at least the minimum number of staff identified in the Contractor's detailed budget as presented to County during the development and negotiation on this Agreement; (9) manage all subcontracts related to the initiative; (10) monitor the initiative's budget and expenditures; and (11) ensure that all DPH contract requirements are met.

g. Contractor shall maintain appropriate documentation and have available for review by authorized County representatives, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. If a project coordinator or other supervisory position becomes vacant during the term of this Agreement, Contractor shall, within thirty (30) days, notify the Director of said vacancy.

h. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) Furthermore, Contractor shall comply with any additional staffing requirements which may be included in this Exhibit and/or Scope of Work incorporated herein.

4. PARTNERSHIP: Contractor shall maintain appropriate documentation of all initiative partners listed in the Proposal or added to the partnership at a

later date. Documentation shall include, but is not limited, to letters of support describing the role of the partner in the initiative. Contractor shall make such documentation of partnership available to County within fifteen (15) calendar days of a written request from County. Applicants and their partners will determine the best approach for how their partnership will function; however, the lead Applicant is ultimately responsible for fulfilling grant requirements.

5. CONSULTANT AND CONTRACTUAL AGREEMENTS: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontracts entered into for the provision of services, including contracts with consultants. The proposed subcontract instrument must include, but is not limited to, the name of the organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Following approval by Director, all subcontracts must then be submitted to the County within thirty (30) calendar days following the effective date of subcontract.
6. TECHNICAL ASSISTANCE: Contractor shall accurately outline Technical Assistance (TA) needs and submit a written summary of such needs to the TA Coordinator on a yearly basis, within fifteen (15) calendar days of a written or oral request from the TA Coordinator. Contractor and TA Coordinator will jointly develop a TA plan in accordance with the

description of and limitations of TA indicated herein. The purpose of Technical Assistance is to provide education and support for Contractor from an expert in a field directly related to activities provided under this Agreement. County shall provide a qualified TA Coordinator who will work to meet TA needs within reasonable limits. TA experts shall not be available on an unlimited basis. The provision of Technical Assistance is at the sole discretion of County and is based upon availability of funds and the TA needs of all PLACE contractors.

7. SERVICES: Contractor shall provide County and participating agencies with services outlined and described below:

a. Scope of Work: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the objectives specified in the Appendices, attached hereto and incorporated herein by reference.

b. Phase I: Preparation for the Initiative: Contractors shall complete Phase I, as outlined in Appendix C, Scope of Work, within approximately six months of the commencement of the Agreement.

Any and all exceptions must be negotiated with the Contract Monitor and approved in writing by Director.

c. Action Plan: Contractor shall develop separate action plans for policy adoption and physical project implementation by the date(s) indicated

by DPH. Contractor shall update and submit these plans to County on an annual basis. Contractor shall submit action plans to County within thirty (30) days of a written request. Contractor shall obtain written approval from County's authorized designee for all elements of the action plans. Contractor understands County may request revised action plans, to be submitted to County for approval within thirty (30) days of a written request. Contractor understands that due to incomplete or unsatisfactory progress toward activities specified in the Appendix C, Scope of Work, or the action plan(s), County may suspend Contractor for a period of ninety (90) calendar days, or may elect to terminate this Agreement.

d. Materials Development: Contractor shall adhere to the following procedures when developing promotional materials.

i. Basic Principles:

1. Language used in all written materials (i.e., pamphlets, brochures), audiovisual materials (i.e., video tapes, CDs, DVDs), and pictorials (i.e., posters, and similar educational materials) should use terms or descriptions necessary for the target audience to understand the messages.
2. Such terms or descriptions should be target specific,

culturally relevant, language appropriate, and the appropriate length and educational level for the intended population.

ii. Materials Review:

1. For the purposes of this Agreement, promotional materials may include, but are not limited to educational and outreach materials, such as curricula, pamphlets, brochures and fliers, and media tools. Contractor shall submit for approval all promotional materials to County at least thirty (30) days prior to the projected date of use.
2. Contractor shall obtain written approval from County's authorized designee for all promotional materials utilized in association with this Agreement prior to their implementation.
3. All promotional materials developed in association with this Agreement belong solely to the County.

- e. Notification of Early Completion: The term "Early Completion," as used herein, refers to the event that, prior to June 30, 2011, Contractor completes all activities set forth in this Exhibit. In this event, Contractor shall submit to County written notification of Early Completion, within thirty (30) calendar days of completing activities

set forth in this Exhibit. Contractor understands that, following Early Completion, Contractor shall collaborate with County to formulate a new action plan outlining Contractor's activities for the remainder of the Contract Term.

8. INCENTIVE POLICY: Contractor may utilize funds for incentive programs (i.e. interventions aimed at promoting the PLACE Initiative), provided cash is not used as an incentive and the value of the incentive is limited to fifty dollars (\$50) worth of merchandise per person over a twelve (12) month period. Contractor shall submit all ideas for incentive items in written format to County at least thirty (30) days prior to the projected date of use. Contractor shall obtain written approval from County's authorized designee for all incentive programs prior to their implementation. Awards exceeding the amount of fifty dollars (\$50) may be provided from donations solicited within the community. Contractor will adhere to the incentive award policy in accordance with the following guidelines:
- a. All funds must be tied directly to the PLACE Initiative.
 - b. Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive awards.
 - c. The incentive tracking log shall be forwarded to County within fifteen (15) calendar days of a written request.

9. MONITORING AND EVALUATION:

- a. Monitoring and Evaluation Plan: Contractor shall have an ongoing monitoring and evaluation plan consistent with Appendix C, Scope of Work, and shall fully participate in all monitoring and evaluation activities indicated in Section 17 of Appendix C, Scope of Work, incorporated herein.
- b. Tracking Measures: Contractor shall maintain accurate and accessible records of all Tracking Measures outlined in Appendix C, Scope of Work incorporated herein. Contractor shall make these records available to the County with the submission of invoices and/or within fifteen (15) days of a written request by County.
- c. Site Visits: County will make regular site visits and/or observe initiative activities and events and/or investigate in any manner, to monitor progress towards deliverables and review documentation of tracking measures. Site visits shall be at least once yearly, upon a minimum of ten (10) calendar days written notice to Contractor. Contractor shall correct any deficiency found in any site visit or investigation within thirty (30) calendar days of being given written notice by County that a corrective action is needed. Contractor understands that if Contractor takes no action to correct any problems found by County, for which Contractor has been provided a thirty (30)

day corrective period, County may suspend Contractor for a period of ninety (90) days, or may elect to terminate this Agreement.

10. CONTRACTOR'S WARRANTIES: Contractor represents, warrants, and agrees:

- a. That Contractor is in good financial standing and will remain so until all services are completed and delivered; and that Contractor has the power and authority to execute this Agreement.
- b. That Contractor is fully able, with the cooperation of partners listed in the Proposal, to conduct all activities outlined in Appendix C, Scope of Work.
- c. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent, trademark, trade name or contract, property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.
- d. That there are and will be no claims, liens, encumbrances or rights in or to the subject materials or any part thereof which can or will impair County's rights thereunder.
- e. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.

36.

f. That Contractor will obtain written approval from County for any training or conferences Contractor staff plans to attend, at least thirty (30) calendar days prior to any training or conference dates. Contractor understands that only those staff who are working on activities described in this Exhibit are eligible to receive reimbursement from County for staff training and conferences. Contractor's request to attend any training or conferences must include, at a minimum, the name of the training or conference, location where the training or conference will be held, and how such training or conference relates to services provided under this Agreement. Furthermore, that Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from County was not obtained. Contractor shall maintain appropriate documentation of all training and conferences in each employee file to include, at minimum, date, time, and location of training or conference, and names and titles of staff attendees. Said documentation shall be included in the Contractor's monthly report to the County.

g. That Contractor shall complete the performance of services required under this Agreement within the terms of this Agreement.

11. PROPRIETARY CONSIDERATIONS: County and Contractor agree to protect the security of all data, materials, and information developed or

produced under this agreement. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

12. REIMBURSEMENT: Subject to the provisions of the BILLING AND

PAYMENT Paragraph of this Agreement, County shall compensate Contractor by provisional payments for performing services hereunder in the following manner:

- a. Contractor shall submit invoices to County as described in the BILLING AND PAYMENT Paragraph of the body of this Agreement. Invoices shall be submitted monthly.
- b. Contractor shall forward monthly invoices as described in the REPORTING Paragraph of this Exhibit, to the PLACE Program office.
- c. Contractor shall, in addition, forward Standard Report Forms, as described in the REPORTING Paragraph of this Exhibit, to the PLACE Program office.
- d. Contractor shall submit invoices for purchases and costs directly related to the physical project, as described in Appendix C, Scope of Work, within a reasonable period of time, or within thirty (30) days of a written request from County.
- e. Within a reasonable period of time following receipt of complete and correct invoices and Standard Report Forms, County shall make

38.

payment to Contractor in accordance with payment provisions set out in the BILLING AND PAYMENT Paragraph of this Agreement.

Payment will be made on billing claims, in writing, filed with and approved by the Director, or designated personnel, provided that Contractor is not in default under any provision of this Agreement. If Contractor should perform any work which is outside the scope of this Agreement, such work shall be deemed to be gratuitous and Contractor shall have no claim against County. Payment shall be based on progress towards deliverables outlined by Contractor in Appendix C, Scope of Work and Action Plans. County shall, at its sole discretion, withhold payment to Contractor if Contractor fails to meet Scope of Work deliverables and Action Plans.

- f. Contractor shall utilize funds received from County for the sole purpose of conducting activities outlined in Appendix C, Scope of Work.
- g. Contractor agrees that the monthly billing rate not to be exceeded by Contractor is an all-inclusive rate, and no other costs, charges, taxes, fees, and/or fines shall be billed, or passed on, to County in any manner.
- h. Contractor shall maintain separate financial accounts of funds received from the County.
- i. All payments by County to Contractor shall be subject to Director's

express approval, in writing, of the work and services associated with such payment. Unless Contractor's work which has been billed hereunder has been performed timely and efficiently, in accordance with Appendix C, Scope of Work, as determined in Director's reasonable discretion, and is otherwise satisfactory, also as determined in Director's reasonable discretion, no payment will be made by County for that work.

- j. In the event that County finds that Contractor has submitted fraudulent invoices, or has in any way not performed services for which it is has received payment under this Agreement, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

13. MAXIMUM OBLIGATION: For the purpose of this Agreement, policy-related activities shall be defined as all activities outlined in Appendix C, Scope of Work, that do not pertain directly to capital costs for the physical project. During the period of July 1, 2008 to June 30, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for all policy-related activities shall not exceed \$330,000. Of this sum, County's maximum obligation for Term 1 is \$105,000; for Term 2 is \$105,000; and for Term 3 is \$100,000. Of County's maximum obligation for policy-related activities, County's maximum obligation for staff training and conferences is \$5,000 per

40.

term. During the period of July 1, 2008 to June 30, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for capital costs for the physical project shall not exceed \$20,000. During the period of July 1, 2008 to June 30, 2011 the total maximum obligation of County for all policy-related activities and capital costs combined is \$330,000.

14. REPORTING: County will provide Contractor with Standard Report Form, based upon Contractor Scope of Work deliverables, to be used for reporting purposes. Contractor shall submit an original and accurate invoice to County no later than five (5) working days after the end of each calendar month. Contractor shall, in addition, submit an original and accurate Standard Report Form to County along with the invoice no later than five (5) working days after the end of each calendar month. County may, at its own discretion, require quarterly submission of Standard Report Forms in place of monthly submission. Contractor understands that due to failure of Contractor to submit (an) original and fully accurate invoice(s), and/or (an) original and fully accurate Standard Report Form(s), County may suspend Contractor for a period of ninety (90) calendar days, or may elect to terminate this Agreement.

City of Culver City

ADDITIONAL PROVISIONS

PLACE INITIATIVE SERVICES AGREEMENT

TABLE OF CONTENTS

Paragraph No.	Title	Page (AP) No.
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES	3
4.	NONDISCRIMINATION IN EMPLOYMENT	4
5.	FAIR LABOR STANDARDS ACT	7
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	7
7.	CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM	8
8.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	9
9.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	9
10.	UNLAWFUL SOLICITATION	9
11.	RECORDS AND AUDITS	10
12.	REPORTS	15
13.	CONFIDENTIALITY	15

44.

Paragraph No.	Title	Page (AP) No.
14.	CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	16
15.	COMPLIANCE WITH JURY SERVICES PROGRAM	17
16.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATIONS	20
17.	INDEPENDENT CONTRACTOR STATUS	21
18.	REQUIREMENTS TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC")	22
19.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT PROGRAM	22
20.	SAFETY SURRENDERED BABY LAW	24
21.	CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT	24
22.	CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	25
23.	SERVICE DELIVERY SITE – MAINTENANCE STANDARDS	26
24.	DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS	26
25.	USE OF RECYCLED – CONTENT PAPER AND BOND PAPER PRODUCTS	26

45.

Paragraph No.	Title	Page (AP) No.
26.	NOTICE OF DELAYS	27
27.	DISCLOSURE AND RESTRICTIONS ON LOBBYING	27
28.	CONFLICT OF INTEREST	28
29.	COUNTY'S QUALITY ASSURANCE PLAN	29
30.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES AND/OR IMPROPER CONSIDERATION AND CONVENIENCE	29
31.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	35
32.	SOLICITATION OF BIDS AND PROPOSALS	38
33.	GOVERNING LAW, JURISDICTIONS, AND VENUE	39
34.	WAIVER	39
35.	SEVERABILITY	40

46.

CITY OF CULVER CITY

ADDITIONAL PROVISIONS

PLACE INITIATIVE CONTRACTOR AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Upon reasonable notice by County to Contractor, Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information and supportive documentation.

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC") or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement (if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement 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 Agreement.

(5) A detailed statement 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 Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

48.

3. NONDISCRIMINATION IN SERVICES: 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, physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. 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 a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter 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 requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

In addition, Contractor's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal

49.

Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Opportunity Commission that Contractor has violated federal or State anti-

discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code Section 1671 as liquidated damages.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph "F" above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph F above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to ensure that violations will be grouped together whenever possible for purposes of investigation.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents 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 services performed by Contractor's

employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding the verification of employment eligibility of aliens and others. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. 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 Agreement.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are debarred, suspended, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither Contractor nor any of its directors, officers, owners, partners, or other principals is currently debarred, suspended, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should Contractor or any of its subcontractors or any principals be debarred, suspended, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon

which County may immediately terminate or suspend this Agreement.

9. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee, or other person under Contractor's control, perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents, providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (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 said provisions by its officers, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers, employees, and agents, will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

11. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, accurate and complete financial records of its activities and operations as

they relate to services provided under this Agreement in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles, procedures, and standards, which may from time to time be promulgated by Director. All such records shall include supporting documentation and other information which shall be sufficient to fully and accurately substantiate Contractor's provision of services hereunder, and all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as, other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall be retained by Contractor, assessable for review by County representatives at a location in Los Angeles County.

Contractor shall further agree to provide such records, when possible, immediately to County by electronic mail ("e-mail") or facsimile/FAX, upon Director's request. Director's request shall include appropriate County e-mail address(es) and FAX number(s) for Contractor to provide such records to

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County. In any event, Contractor shall agree to make available the original documents of such e-mail and FAX records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, 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, this Agreement, 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 twelve (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.

D. County to be Provided Audit Report(s): In the event that an audit is conducted of Contractor by a federal or State auditor, Contractor shall file a copy of each such audit report(s) with Director and County's Auditor-Controller Department within thirty (30) calendar days of Contractor's receipt thereof, unless

otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct 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, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow portable document format ("PDF") copies and/or photocopies to be made of these documents utilizing Contractor's scanner or 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.

County may conduct a statistical 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 any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

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

58.

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

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this

Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion immediately terminate this Agreement pursuant to the provisions of Paragraph 1, Term, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

12. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, 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.

13. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement in this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damages, liability and expense arising out of any disclosure of

60.

such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

14. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement 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 Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel 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, and agents from and against any and all liability, including but not limited to, demands, claims, actions,

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fees, costs, and expenses (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 officers, employees, and agents, regarding their obligation in this regard.

15. COMPLIANCE WITH JURY SERVICES PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Services Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

62.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean 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 County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

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

(3) If Contractor is not required to comply with the Jury Services

Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar

64.

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS: Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations, accreditations, and certifications shall be delivered to County's DPH, Contracts and Grants Division, 313 North Figueroa Street, Room 601, Los Angeles, California 90012-2659, prior to commencing services under this Agreement.

Contractor shall further ensure that all of its officers, employees, agents, and other personnel, who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines, and directives which are applicable to their performance hereunder. Further upon Director's request Contractor shall provide Director with a copy of each officers', employees', agents' or other personnel's, license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines, and directives to provide services under this Agreement.

17. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons hired by Contractor to furnish services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

18. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require each

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subcontractor to notify its employees, that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

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

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement, and to further pursue debarment of Contractor from bidding on County contracts pursuant to Chapter 2.202 of the County Code.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business.

County's Child Support Services Department will supply Contractor with the poster to be used.

20. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS"), GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position in accordance with Contractor's Civil Service Rules. Such consideration and/or offers of employment shall be limited to vacancies in Contractor's staff needed to provide services under this agreement that occur during the agreement term. For this purpose, consideration shall mean that Contractor will review qualified

candidates in accordance with Contractor's Civil Service Rules regarding appointment. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority, in accordance with Contractor's Civil Service Rules.

22. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S

EMPLOYEES FOR EMPLOYMENT: To the degree permitted by Contractor's civil service system and its agreements with its collective bargaining units, Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement when in accordance with Contractor's Civil Service Rules. Such consideration and/or offers of employment shall be limited to vacancies in Contractor's staff needed to provide services under this agreement that occur during the agreement term.

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

23. SERVICE DELIVERY SITE – MAINTENANCE STANDARDS: Contractor

shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under the provisions of this Agreement is/are operated at all times in accordance with County and local 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 facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damages arising from acts or omissions relating to this Agreement, to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent, of Contractor, or subcontractor of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determined by Director, shall be repaid by Contractor on demand.

25. USE OF RECYCLED – CONTENT PAPER AND BOND PAPER

PRODUCTS: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection

with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as may be otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. DISCLOSURE AND RESTRICTIONS ON LOBBYING:

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

B. County Lobbyists: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. 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 Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will

be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe or continuing, and that may place performance of this Agreement in jeopardy if not corrected, will be reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by Director and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES AND/OR IMPROPER CONSIDERATION AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) 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;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for the Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

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 Agreement.

B. Termination for Default:

(1) County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement immediately if in the sole judgment of Director any one of the following circumstances has occurred:

a. Contractor has materially breached this Agreement;

b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from Director specifying such failure.

(2) In the event, that County terminates this Agreement in whole or in part as provided in sub-subparagraph B(1) above, County may procure, upon such terms and in such manner as County may deem appropriate goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-subparagraph.

(3) Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in the sub-subparagraph above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to

76.

perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-subparagraph B(1), the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

(4) If after County has given notice of termination under provisions of sub-subparagraph B(3), it is determined by County that Contractor was not in default under the provisions of this sub-subparagraph B(3), or that the default was excusable under the provisions of sub-subparagraph B(2) the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-subparagraph B(1).

(5) The rights and remedies of County provided in this subparagraph B shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination for Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that gratuities or

77.

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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. 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.

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 officer, employee, or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

D. Termination for Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a notice of termination to Contractor specifying the extent to

78.

which performance of services under this Agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) calendar days after the notice is sent.

After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such notice of termination; and
- (2) 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 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 five (5) years after final settlement under this Agreement, in accordance with the Records and Audits paragraph hereinabove, shall retain and make available all of its books, documents, records, or other

A handwritten signature or set of initials, possibly 'M.', located in the bottom right corner of the page.

evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a

nonprofit corporation created by County, or engage 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 County or any other public entity.

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

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

or adopt the proposed decision and recommendation of County's Contract 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Health Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

82.

termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of Contractor.

32.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, or on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

34. WAIVER: No wavier of any breach or any provision of this Agreement by

County shall constitute a wavier of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a wavier thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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

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