

31806

Contract No. PH-001147

CHRONIC DISEASE AND INJURY PREVENTION

Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)

THIS AGREEMENT is made and entered into this 9th day
of August, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

CITY OF LONG BEACH
(hereafter "Contractor")

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

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, term "Initiative" as used herein is used interchangeably with the term "Project"; and

WHEREAS, County is authorized by Government Code Section 53703 et eq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services described herein; and

WHEREAS, County has been granted funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.724, for

the American Recovery Reinvestment Act of 2009 to fund the project Renew Environments for Nutrition, Exercise and Wellness in Los Angeles County (hereafter referred to as "RENEW") for policy, systems, and environmental change efforts to increase physical activity, improve nutrition, and decrease obesity and/or overweight prevalence; and

WHEREAS, County is authorized to enter into sole source agreements based on specific criteria stipulated in the CDC grant award; and

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

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

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services, and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall be effective on date of execution by both parties, and shall continue, in full force and effect through March 18, 2012.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a 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.

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Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, 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 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.

B. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph hereinbelow.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Description of Services), Exhibit B (Scope of Work), Attachment A (Educational Materials Standard), and Attachment B (Guidelines on Use of Incentives), attached hereto and incorporated herein by reference.

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

3. MAXIMUM OBLIGATION OF COUNTY: Upon the date of execution by both parties, through March 18, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Two Thousand Dollars (\$72,000). This funding is comprised of the amounts identified in Schedules 1 and 2, attached hereto and incorporated herein by reference. Unspent funds from Schedule 1 maybe rolled over to Schedule 2 upon Director's written approval.

4. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.

C. All invoices shall be submitted directly to the RENEW Project Director, 695 South Vermont Avenue 14th Floor, Los Angeles, California 90065, no later than fifteen (15) working days after the end of each calendar month, after the completion of each deliverable as determined by Director. Contractor agrees that Director shall have the right to withhold payment due to Contractor's underperformance until Director is satisfied that the deliverable has been completed.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to RENEW Project Director within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final

invoice(s) within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

F. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

G. Budget Modification: Contractor may modify the project budget, only with the prior written approval of the Chronic Disease and Injury Prevention Director. Retroactive modifications are not allowed and no modification shall increase the maximum amount payable. During the first eleven (11) months of a twelve (12) month contract term, agencies may submit budget modification requests moving funds within and between any budget categories. These requests will be reviewed and considered for approval if programmatically sound and fiscally appropriated. During the final month of the contract term, budget modification requests will not be considered.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his 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. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee. 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 funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed thirty percent (30%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds thirty percent (30%) of the applicable County maximum obligation, approval by The Board 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.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or the Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of thirty percent (30%) of the

applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by the Board. 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.

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

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately

terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. 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 payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Except for the willful and/or negligent acts or omissions of the County, 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.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required

Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public Health

Contracts and Grants Division

313 North Figueroa Street, 6th Floor West

Los Angeles, California 90012-2659

Attention of: Division Chief

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

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

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

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

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

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

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

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

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

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

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

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

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad

as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

12. INSURANCE COVERAGE REQUIREMENTS:

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident.

Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

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

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

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent

shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the 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.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) 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.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) 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.)

(5) 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 the INDEMNIFICATION , GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES , INSURANCE COVERAGE REQUIREMENTS , COMPLIANCE WITH APPLICABLE LAW , CONFLICT OF TERMS , and ALTERATION OF TERMS , paragraphs of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

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. 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.

15. COMPLIANCE WITH APPLICABLE LAW:

A. 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.

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

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

18. 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.

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

20. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses 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.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 333 West Ocean Boulevard, 10th Floor, Long Beach, California 90802. Contractor's business telephone number is (562) 570-6618, facsimile (FAX) number is (562) 570-7161, and electronic Mail (e-mail) address is sumire.gant@longbeach.gov. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. 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 of Public Health
Division of Chronic Disease and Injury Prevention
Nutrition Program
695 South Vermont Avenue, 14th Floor
Los Angeles, CA 90065

Attention: Project Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) City of Long Beach
Department of Public Works
333 West Ocean Boulevard, 10th Floor
Long Beach, California 90802

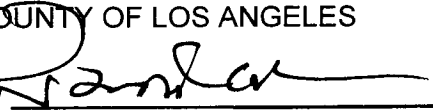
Attention: Sumire Gant
Transportation Planning and Programs Officer

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

CITY OF LONG BEACH

By 
Signature

**REGULATED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

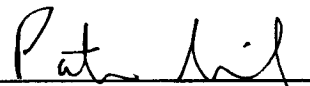
PATRICK H. WEST
Assistant City Manager
Printed Name

Title CITY MANAGER
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Patricia Gibson, Acting Chief
Contracts and Grants Division

APPROVED AS TO FORM

7/19 20 10
ROBERT E. SHANNON, City Attorney

By 
THIEN TRANG
DEPUTY CITY ATTORNEY

SOLE SOURCE - RENEW

DESCRIPTION OF SERVICES

1. DESCRIPTION: The Centers for Disease Control and Prevention (CDC) established the Communities Putting Prevention to Work (CPPW) initiative to promote wellness by obesity prevention, physical activity, and healthy diet strategies. The Los Angeles County Department of Public Health Division of Chronic Disease and Injury Prevention is contracting with local community agencies and organizations to accomplish CPPW goals through the Project Renew Environments for Nutrition, Exercise and Wellness (RENEW). The emphasis of this project is on creating jurisdiction-wide changes in policy, systems, and environment. Contractor must implement population-based and/or school-based approaches using evidence-based strategies, including; – media, access, point of decision information, price, and social support services.

2. PERSONNEL:

A. Contractor shall be responsible for the recruitment, hiring, training, work schedules, supervision of project staff, discipline, suspend, or discharge such employees, and purchasing of all necessary supplies. Contractor personnel providing services hereunder shall at all times be employees of Contractor. For the purposes of this Agreement, personnel shall be defined as paid and volunteer individuals providing services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall ensure that the personnel hereunder are properly qualified, have prior training and/or experience in community intervention, health advocacy, and/or other contracted services and are paid a competitive salary (if remunerated).

C. Contractor shall ensure that all its personnel providing services hereunder attend and complete the "RENEW Contractor Orientation" training. Contractor shall arrange through the Los Angeles County Department of Public Health for its personnel to attend the RENEW Contractor Orientation training.

D. Contractor shall ensure to employ or contract with at least one (1) individual (i.e., full time equivalent FTE position, one FTE = 40 hrs per week) specifically assigned to work full time under this Agreement. Contractor shall hire all staff within ninety (90) days of the execution of this Agreement. Approval of any exceptions to this requirement shall be obtained in writing from 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 line item budget and budget justification as approved by County during the development and negotiation of this Agreement.

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

F. Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. Approval of an exception 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.

G. 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.

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representative, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall within thirty (30) days, notify the Director of the said vacancy.

I. Contractor shall ensure that overall management of its responsibilities hereunder shall be provided by a designated Contractor staff member who shall work independently and coordinate all efforts to ensure that project activities are completed. Designated staff's name and title shall be forwarded to County within thirty (30) calendar days of the effective date of this Agreement.

J. Contractor shall maintain appropriate documentation of all initiative partners. 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 upon request. DPH, Contractors, and their partners will determine the best approach for how their partnership will function.

K. Contractor shall accurately outline Technical Assistance (TA) needs and submit a written summary of such needs to the TA Coordinator and DPH RENEW staff within fifteen (15) calendar days of a written or oral request. Contractor, TA Coordinator and DPH RENEW staff will jointly develop a TA plan in accordance with the description and limitations of TA indicated herein. The purpose of TA 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 the needs of Contractor within reasonable limits. The provision of TAs at the sole discretion of County and is based on availability of funds and the TA needs of Contractor.

3. 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 strategies, activities and services to achieve the objectives specified in Exhibit B, Scope of Work.

Action Plan: Contractor shall develop an Action Plan that will outline the implementation steps of the Scope of Work. Contractor shall submit the Action Plan to DPH RENEW Project Director within sixty (60) to ninety (90) days of the execution of this Agreement. Contractor shall obtain written approval from County's authorized designee for all elements of the Action Plan. Contractor understands that County may request a revised Action Plan, to be resubmitted for approval within fifteen (15) days of a written request. Contractor understands that due to incomplete or unsatisfactory progress toward activities specified in the Scope of Work, or the Action Plan, County may suspend

Contractor for a period of ninety (90) calendar days, or may elect to terminate the Agreement.

B. Subconsultant and Subcontractual 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 not be limited to, the name of the organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Subcontracts must be approved by DPH within sixty (60) days of this contract's execution. Following approval by Director, a photocopy of each executed subcontract must be submitted to the County within thirty (30) calendar days following the effective date of subcontract.

C. Contractor understands DPH RENEW staff will be actively involved in initiative activities including but not limited to: serving on advisory committees, participating in planning meetings, and contributing to work products.

4. MINIMUM STANDARDS: In addition to the standards set forth in the DESCRIPTION OF SERVICES Paragraph of this Agreement, Contractor's services shall meet the following minimum standards to the satisfaction of County.

A. Target Jurisdiction(s) and/or Population: The Contractor shall provide services to the approved target jurisdiction and/or population and service areas as outlined in the Scope of Work, attached hereto.

B. Subject Matter/Planning: Subject matter/planning shall include, but not be limited to, the following:

1. Objectives for Contractor's services shall include evaluation methods.

a. Program evaluation shall be built into the Scope of Work and Action Plan.

b. Contractor shall utilize mandatory evaluation forms and processes as required by the County.

c. Contractor may be required to participate in extensive evaluation activities including: achieving quarterly milestones; creating an evaluation plan linked to initiative's Action Plan; participating in modeling studies, tracking progress on specific outcome measures; and recording pre and post measurements (e.g. conducting bike and pedestrian counts).

d. Contractor may be required to participate in data collecting activities initiated by the CDC or by DPH. Such activities may include but are not limited to: completing reports, submitting data online, hosting on-site observations, participating in interviews, participating in focus groups, and attending meetings.

2. All services are to be culturally and linguistically appropriate for the target jurisdiction(s) and/or populations and intervention groups.

C. Materials Review:

1. Within sixty (60) calendar days prior to the intended use date, the Contractor shall submit for assessment and written approval electronic and/or hard copies of written information materials, pictorials, and audiovisuals proposed to be used in the implementation in accordance to Attachment A of this Agreement. To ensure that all requirements are met

including and to ensure non-duplication and coordination to materials development Countywide.

2. Translation of written information materials, pictorials, and audiovisuals into another language, including those previously approved shall be submitted for assessment and approval in accordance to Attachment A of this Agreement within sixty (60) calendar days prior to the intended use date.

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

A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; that Contractor can carry the cost of the program for at least 90 days at any point during the term(s); and that Contractor has the power and authority to execute this Agreement.

B. 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.

C. That there are and will be no claims, liens, encumbrances or right in or to the subject materials or any part thereof which can or will impair County's rights hereunder.

D. 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.

E. That Contractor will obtain written approval from the County for attending or presenting at any training or conferences, at least thirty (30) days prior to any training or conference dates. Contractor's request to attend any training or conferences must be approved by the Contractor's authorized signer and 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.

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

6. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT Paragraph of this Agreement, County shall compensate Contractor for performing services hereunder in the following manner:

A. Contractor shall submit bills (i.e., invoices) to County monthly as described in the Billing and Payment Paragraph of the body of this Agreement. Contractor shall use such funds only to pay for activities set forth in the Exhibit(s) and Schedule(s) attached hereto and incorporated herein by reference only to the extent such funds are reimbursable to County by its grantee. The County shall only be obligated to pay Contractor for actual reimbursable costs as listed in the Schedule(s), incurred by Contractor performing activities pursuant to this Agreement.

B. Contractor shall forward billings along with monthly reports and other required documents as described in the REPORTING, and BILLING AND PAYMENT Paragraphs of this Agreement to the RENEW Project Director..

C. Within a reasonable period of time following receipt of complete and correct monthly billings and reports, County shall make 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.

Invoices and Payments: Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in the Exhibit(s) hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. Contractor's payments shall be as provided in the Schedule(s), (Budget), attached hereto and incorporated herein by reference and made part of this Agreement, Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

- 1) Contractor's invoices shall be priced in accordance with the Schedule(s).
- 2) Contractor's invoices and monthly reports shall contain the information set forth in Exhibit B, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 3) Contractor shall submit the monthly invoices to County by the fifteenth (15th) calendar day of the month following the month of service.
- 4) Contractor shall bill in arrears for the monthly accumulated services as specified in the Exhibit(s).
- 5) All invoices and monthly reports under this Agreement shall be submitted to the DPH RENEW Project Director.
- 6) County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and payment will be made within a reasonable period of time from receipt of properly prepared invoices by County.

D. Contractor agrees to reimburse County or to allow County to reduce payments to Contractor as a result of an audit.

7. REPORTING: County will provide Contractor with a monthly report form, based upon Contractor's Scope of Work deliverables and Action Plan, to be used for reporting purposes. No later than fifteen (15) calendar days of each calendar month, Contractor shall submit to County an original and accurate invoice an original and accurate monthly report and all evaluation forms and required documentation for all activities. Contractor understands that due to failure of Contractor to submit an original and fully accurate invoice and/or an original and fully accurate monthly report, County may suspend Contractor for a period of ninety (90) calendar days, or may elect to terminate this Agreement.

8. Incentive Policy Statement and Tracking Procedures: Contractors providing prevention activities may utilize funds for incentive programs to participants involved in

prevention activities, 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 adhere to the guidelines on use of incentives in accordance with Attachment B, Guidelines on Use of Incentives, attached hereto and incorporated herein by reference. Incentives exceeding this amount may be provided from donations solicited from within the community.

Contractor shall adhere to the incentive award policy in accordance with the following guidelines:

- A) All funds expended for incentives must be tied directly to prevention activities involving participants.
- B) Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive award recipients and shall document this information in accordance with Attachment B, attached hereto and incorporated herein by reference.
- C) The incentive tracking log shall be submitted to County along with an original invoice, a progress report, a calendar indicating the following month's activities, and all evaluation forms and required documentation for all activities performed.

9. MONITORING: 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.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - NUTRITION PROGRAM
PROJECT RENEW ENVIRONMENTS FOR NUTRITION, EXERCISE AND WELLNESS (OBESITY PREVENTION)

SCOPE OF WORK
 Date of Execution to March 18, 2012

Agency: City of Long Beach Department of Public Works

GOAL: By March 2012 establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

| OBJECTIVES | ACTIVITIES | TIME LINE | DOCUMENTATION / EVALUATION |
|---|---|--|--|
| 1. Develop and implement a social marketing campaign to promote Bicycle Friendly Business Districts and Bike Long Beach | 1. Recruit, solicit support and contributions from local businesses (and other sources) for the social marketing campaign. 2. Craft and design key messages to promote bicycling and walking to area businesses. 3. Co-sponsor and develop with area businesses bike and pedestrian maps of the BFBDs 4. Co-sponsor and develop with area businesses a print ad campaign 5. Educate the public regarding the Bike Long Beach program and the active living agenda at these events | 1. 8/10 to 12/10 2. 8/10 to 9/10 3. 8/10 to 12/10 4. 8/10 to 3/11 5. 8/10 to 12/10 | 1. The number of business partners that participate and co-sponsor the media campaign 2. Media campaign materials (e.g., print ads, flyers, and web presence) |

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - NUTRITION PROGRAM

PROJECT RENEW ENVIRONMENTS FOR NUTRITION, EXERCISE AND WELLNESS (OBESITY PREVENTION)

SCOPE OF WORK

Date of Execution to March 18, 2012

Agency: City of Long Beach Department of Public Works

GOAL: By March 2012 establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

| | | | |
|---|---|----------------|---|
| 2 Facilitate and co-sponsor bike related events and activities to promote Bicycle Friendly Business Districts and Bike Long Beach (at least one event in each BFBD) | 1. Recruit, solicit support and contributions from local businesses (and other sources) for the bike related events and activities. 2. Organize monthly themed bike events to BFBDs 3. Develop an incentive program to increase bicycling and walking to area businesses. | ▪ 8/10 to 3/12 | 1. Email sign up sheets from community events and activities 2. Promotional flyers for the community events and festivals 3. Images of these events 4. Newspaper clippings of these events |
|---|---|----------------|---|

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - NUTRITION PROGRAM
PROJECT RENEW ENVIRONMENTS FOR NUTRITION, EXERCISE AND WELLNESS (OBESITY PREVENTION)

SCOPE OF WORK
 Date of Execution to March 18, 2012

Agency: City of Long Beach Department of Public Works

GOAL: By March 2012 establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

| | | | |
|---|---|---|--|
| <p>3 Implement four Bike Friendly Business Districts</p> <ul style="list-style-type: none"> ▪ Bixby Knolls ▪ East Village ▪ Retro Row (4th Street) ▪ Cambodia Town (Anaheim St.) | <ol style="list-style-type: none"> 1. Partner with the business associations to establish an approach to creating their Bicycle Friendly Business Districts (BFBD). 2. Hold regular meetings with core initiative supporters from the business associations to guide the process of the development and implementation of the BFBD 3. Identification of issues, opportunities, and constraints within the BFBD. 4. Walk / bike audit of BFBD with members of the business associations and other community stakeholders 5. Identify short term and medium term bike and pedestrians programs and projects. | <p align="center">Start Date</p> <ul style="list-style-type: none"> ▪ Bixby Knolls: Aug 2010 ▪ Retro Row: Sept. 2010 ▪ East Village: August 2010 ▪ Anaheim St: November 2010 | <ol style="list-style-type: none"> 1. Meeting notes with community stakeholders or action minutes from walk audit 2. List of business partners 3. List of and summary of short and medium term improvements |
|---|---|---|--|

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - NUTRITION PROGRAM
PROJECT RENEW ENVIRONMENTS FOR NUTRITION, EXERCISE AND WELLNESS (OBESITY PREVENTION)

SCOPE OF WORK

Date of Execution to March 18, 2012

Agency: City of Long Beach Department of Public Works

GOAL: By March 2012 establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

| | | | |
|---|--|----------------|--|
| 4 Develop a Blueprint for Bicycle Friendly Business Districts | 1. Create a best practice manual or blueprint for BFBDs. 2. Draft policies, programs, and objectives for BFBDs 3. Include BFBD policies, program and objectives in the draft Long Beach 2030 General Plan and Bike Master Plan with BFBD policies, programs, and objectives. | ▪ 9/11 to 3/12 | 1. Blueprint for BFBDs 2. Policies and programs for BFBDs |
|---|--|----------------|--|

EDUCATIONAL MATERIALS STANDARDS

1. All information and educational materials to be developed by a Contractor or subcontractor shall be reviewed by the Department of Public Health (DPH) RENEW Initiative staff prior to use.
2. All educational materials must state the following: THIS MATERIAL WAS MADE POSSIBLE BY FUNDS FROM THE CENTER FOR DISEASE CONTROL AND PREVENTION – COMMUNITIES PUTTING PREVENTION TO WORK INITIATIVE.
3. Staff, including consultants or subcontractors, must have training and experience in educational material and media development.
4. No medium shall feature the image or voice of any elected public official or candidate for public office, or directly represent the views of any elected public official or candidate for public office.
5. Message must address themes which research has shown to be effective among the target population.
6. No religious symbols or scripture may be used.
7. Materials must be scientifically and technically accurate and must not contain offensive or misleading messages.
8. Materials must not personally attack, put down, or blame people who are overweight.
9. Materials must have a planned use, and be actively used and distributed.
10. Materials must relate to target groups in terms of language, culture, and education.
11. Materials must incorporate principles of good publication design.
12. Materials must be pretested prior to their use for accuracy, appropriateness, and effectiveness.
13. Materials must be reviewed and evaluated and if necessary updated on an ongoing basis.
14. Materials must be coordinated with statewide efforts and the efforts of other local lead agencies to avoid duplication, maximize resources, and foster the development of a better product through collaboration. The RENEW Program will work closely with contractors to ensure this standard is achieved.
15. The plan for the development of each piece of educational material is as follows:
 - a. Utilizing database searches or other means, documentation indicating the lack of educational material for the targeted population, and the answer to the question, “Why must this material be developed?”.
 - b. A description of the target population, including the age range, sex, ethnicity, language, values, economic level, geographic setting (urban or rural,

ATTACHMENT A

educational level, and any physical limitations that might affect reading, viewing, or learning.

- c. A stated goal and the major message to be conveyed.
- d. A description of the medium, e.g. video, pamphlet, or poster.
- e. A description of the settings in which the educational material will be used, e.g. schools, clinics, worksites, or street outreach.
- f. A description of how the educational material will be distributed.
- g. Identification of who will use the material in the delivery of the educational programs, e.g., health educator, physician, or volunteer.
- h. A cost estimate of achieving the camera ready stage and total printing or production costs.

GUIDELINES ON USE OF INCENTIVES

INCENTIVE PROGRAMS ARE SYSTEMATIC WAYS OF MOTIVATING BEHAVIOR CHANGE THROUGH AWARDING A VARIETY OF PRIZES. THE DEPARTMENT OF PUBLIC HEALTH RECOGNIZES MANY FORMS OF INCENTIVE ITEMS INCLUDING: CONSUMER PRODUCTS, MEMBERSHIPS, AWARD OF SERVICES OR OTHER NON-MONETARY PRIZES.

THE FOLLOWING GUIDELINES WILL BE ADHERED TO IN THE AWARDING OF INCENTIVES: A) NO CASH INCENTIVES WILL BE USED AS REWARDS; B) THE CASH VALUE OF ANY ONE INCENTIVE MUST NOT EXCEED FIFTY DOLLARS (\$50.00); C) INCENTIVES ARE LIMITED TO A MAXIMUM AWARD OF FIFTY DOLLARS (\$50.00) (CASH VALUE) PER PERSON PER TWELVE (12) MONTH PERIOD; D) INCENTIVES ARE AWARDED ONLY FOR ACTIVITIES DIRECTLY ASSOCIATED WITH THE EXHIBITS AND SCOPES OF WORK OF THE AGREEMENT. INCENTIVES WILL BE AWARDED ON A PROJECT-BY-PROJECT BASIS. THE DEPARTMENT OF PUBLIC HEALTH HAS ISSUED THE FOLLOWING GUIDELINES TO ENSURE THAT INCENTIVES ARE PROPERLY AWARDED:

- 1) Rules, regulations and qualifications must be clearly defined before the activity begins.
- 2) Qualified participants are required to complete a form which lists their name, date of birth, incentive received, and date incentive was received. This information will then be entered into a database for documentation and verification of award status (i.e., has not previously received incentives totaling Fifty Dollars [\$50.00] in the last twelve [12] months).
- 3) To ensure no favoritism is given in awarding incentives, winners may not be related to the persons or person sponsoring the activity. Under unusual circumstances, a second/unbiased party may be asked to verify winners and/or judge the entire contest.
- 4) Sponsors will verify eligibility of participants prior to announcing any award. Ineligible participants will be automatically disqualified and omitted.
- 5) Award winners will be required to show proof of their identification and sign a waiver indicating their ineligibility to receive another reward/prize for 12 consecutive months from the date the first award was presented.
- 6) In cases where there are more eligible persons/award winners than available incentive/prizes, eligible persons will be given a voucher for claiming their award and guaranteed deliverance of their award within a three-week (i.e., twenty-one [21] calendar day) period. Contest sponsors will be responsible for acquiring an equivalent award and notifying the recipients of the availability of their prize.

Incentives will be used on a limited basis. Incentives will include items such as supermarket or music store gift certificates, sports/water bottles, coffee mugs, etc. Both RENEW Initiative contractors and Department of Public Health activities will implement incentive programs. Incentives will be used to motivate or reward participation in RENEW activities.

Promotional Items

Non-competitive/ give-away items will be used to attract and/or encourage participation RENEW initiatives. These items represent nominal cash value (cash value equal to or less than One Dollar [\$1.00]) and include key chains, pens, pencils, buttons, and other low cost items. The purpose of promotional items is to increase awareness and promote participation in county and prevention services.

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH

PROJECT RENEW

Schedule 1

CONTRACTOR / VENDOR NAME :

City of Long Beach Public Works

BUDGET PERIOD:

Date of Execution - 3/18/11

FUNDING SOURCE:

ARRA - CDC

| BUDGET SUMMARY | |
|------------------------|------------------|
| BUDGET CATEGORY | AMOUNT |
| Salaries | \$ - |
| Employee Benefits | \$ - |
| Travel | \$ - |
| Equipment | \$ 8,000 |
| Supplies | |
| Consultant/Contractual | \$ 10,000 |
| Promotion and Events | \$ 18,000 |
| Indirect Costs | \$ - |
| TOTAL | \$ 36,000 |

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH

PROJECT RENEW

Schedule 2

CONTRACTOR / VENDOR NAME :

City of Long Beach Public Works

BUDGET PERIOD:

3/19/11 - 3/18/12

FUNDING SOURCE:

ARRA - CDC

| BUDGET SUMMARY | |
|------------------------|------------------|
| BUDGET CATEGORY | AMOUNT |
| Salaries | \$ - |
| Employee Benefits | \$ - |
| Travel | \$ - |
| Equipment | \$ - |
| Supplies | |
| Consultant/Contractual | \$ 10,000 |
| Promotion and Events | \$ 26,000 |
| Indirect Costs | \$ - |
| TOTAL | \$ 36,000 |

ADDITIONAL PROVISIONS

CHRONIC DISEASE AND INJURY PREVENTION

Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)

ADDITIONAL PROVISIONS

CHRONIC DISEASE AND INJURY PREVENTION Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)

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ADDITIONAL PROVISIONS

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ADDITIONAL PROVISIONS

**CHRONIC DISEASE AND INJURY PREVENTION
Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)**

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ADDITIONAL PROVISIONS

CHRONIC DISEASE AND INJURY PREVENTION

Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)

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

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) 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.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing 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.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

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

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property

where persons are to receive services hereunder, Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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

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

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

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

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

ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

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, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended

beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified

applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

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

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

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon

which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

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 agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for 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 employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees 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 employees 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. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. 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 the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

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

9. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this agreement for a minimum period of five (5) years following the expiration or prior termination of this Agreement. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

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

(2) A General Ledger.

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

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the

accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Los Angeles County during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for

purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

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

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Public Health ("DPH") – Financial Services Division; and County's Auditor-Controller 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 such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall

be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH – Department of Public Health – Financial Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861(v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of 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, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 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.

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

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

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

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

10. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

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

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not

limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

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

13. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: 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, 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 regards.

14. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because 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 (Title 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 lobbying 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 lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

15. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions

regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement.

17. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any

other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, 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 of 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 implicated and complete description of all relevant circumstances.

18. PURCHASES:

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

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

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

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies,

purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

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

Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

19. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

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

21. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS: Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent 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 determine by Director, shall be repaid by Contractor upon demand.

22. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto.

Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

23 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 the 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 furnishing 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 liability and responsibility 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.

24. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY

CONTRACT: Notwithstanding 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 under this Agreement.

25. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, 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 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: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

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

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

as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

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.

C. Termination For Gratuities and/or Improper Consideration:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County 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 other 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 to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

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

- (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 and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to

submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

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

27. NOTICE OF DELAYS: Except as 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) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

28. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants 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 and that all requirements of Contractor have been fulfilled to provide such actual authority.

29. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver 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 waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

30. SEVERABILITY: 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.

31. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, 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 deemed to be in the courts of the State of California located in Los Angeles County, California.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material

breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

34. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

35. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County 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 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 1088.55, 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. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the 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 to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. 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.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be

provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. 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 under this Agreement, 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, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit 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 or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, 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 proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a 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 Director shall be provided an opportunity to object to the 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 at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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, or (4) any other reason that is in the best interest 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, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing

Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by 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 the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

39. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default 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 ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither

it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

42. COVENANT AGAINST CONTINGENT FEES:

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

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

43. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

44. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under

the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

45. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that 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 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.

46. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).