



Camino Nuevo Charter Academy

CNCA Regular Board Meeting

Published on September 10, 2021 at 11:09 AM PDT

Date and Time

Tuesday September 14, 2021 at 4:00 PM PDT

Location

Topic: CNCA Regular Board Meeting

Time: Sep 14, 2021 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

[https://caminonuevo-org.zoom.us/j/99512199701?](https://caminonuevo-org.zoom.us/j/99512199701?pwd=MTJtYnVsSUlyK1U1VFpFOEtseHFGZz09)

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Meeting ID: 995 1219 9701

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In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

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[ZOOM Link](#)

Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Ruby Rodriguez in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or ruby.rodriguez@caminonuevo.org Speakers are limited to no more than 2 minutes each. Speakers may also sign up in person the day of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
A. Record Attendance		David Gidlow	1 m
B. Call the Meeting to Order		Cindy Smet	1 m
C. Approve Minutes	Approve Minutes	David Gidlow	2 m
Approve minutes for CNCA Regular Board Meeting on August 10, 2021			
D. Approve Minutes	Approve Minutes	David Gidlow	2 m
Approve minutes for CNCA Special Board Meeting on July 21, 2021			
II. Public Comment			4:06 PM
A. 2-Minute Limit per Speaker	FYI		10 m
III. Consent Agenda			4:16 PM
A. Independent Study Policy	Vote	Randell Irving	1 m
To approve the CNCA Independent Study Policy which was revised to improve clarity and updated to include appropriate references to the Education Code.			
B. Regular Board Meeting Dates		Adriana Abich	1 m
Adjusted dates for the Regular CNCA Board Meetings for the 2021-2022 school year.			
C. ECE BUR Lease			1 m
To approve ECE Leasing space to Burlington for the TK/K classroom for the 2021-2022 school year.			
D. CNCA Employee Handbook- Revision- Included Indigenous Peoples Day		Margaret Domingo	1 m
E. Board Approved Policy: Lactation Accommodation			1 m
F. MOU between CNCA and CNTA Regarding School Reopening			1 m

	Purpose	Presenter	Time
G. MOU between CNCA and CNTA regarding Dual Language Program roll out and one time reimbursement for impacted teachers			1 m

H. Time & Effort Reporting Policy & Procedures		Esperanza Bacilio	1 m
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In 2019-2020, Kayne Siart had a Federal Program Monitoring review. As a result of the feedback received from this review, a Time and Effort reporting policy was formalized for staff members paid with federal funds.

IV. COVID Testing Funding Contracts 4:24 PM

A. COVID Testing Funding Contracts	Vote	Esperanza Bacilio	10 m
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There is additional funding to assist schools with COVID-19 testing efforts. The Los Angeles County Office of Education (LACOE) is administering these funds and in order to access them, each CNCA LEA must have a contract in place with LACOE. The funding allocations are as follows: Burlington: \$88,378; Kayne Siart: \$105,380; Castellanos/Eisner: \$113,345; Cisneros: \$91,595; Dalzell Lance: \$72,142.

V. Academic Update 4:34 PM

VP of Curriculum and Instruction will provide an update on the Independent Study Program as well as Student Data.

A. Academic Update: Organizational Priorities & Independent Studies Update	Vote	Rachel Hazlehurst	20 m
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CNCA is requesting that the CNCA Board vote to approve the 2021-2022 Organizational Priorities. In addition, information will be shared on the schools' 2020-2021 academic outcomes, as well as current Edgenuity enrollment.

B. Approve Organization Wide Goals	Vote	Rachel Hazlehurst	4 m
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The CNCA Board to vote on the organization-wide goals.

VI. CEO Update 4:58 PM

A. COVID Mandatory Vaccination Policy for all CNCA Employees	Vote	Adriana Abich	14 m
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The CNCA Board to vote on new proposed COVID Mandatory Vaccination Policy.

B. Enrollment	FYI	Adriana Abich	5 m
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VII. Financial Update 5:17 PM

A. June 2021 Financials	FYI	Sonia Oliva	2 m
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B. 2020-21 SACS Unaudited Actuals Report (CNCA#1, CNCA#2, CNCA#3, CNCA#4, CNHS#1, CNHS#2)	Vote	Sonia Oliva	2 m
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C. 2021-22 Budget Update	FYI	Sonia Oliva	2 m
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	Purpose	Presenter	Time
VIII. Public Hearing : ESSER III Spending Plan			5:23 PM
A. ESSER III Spending Plan Draft	FYI	Chantavia Moore	15 m
Stakeholder feedback on LEA spending plans.			
IX. Closed Session			5:38 PM
A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION G.C. 54957(b)(1)	FYI	Cindy Smet	15 m
X. CEO Compensation			5:53 PM
A. CEO Compensation	Vote	Cindy Smet	5 m
The CNCA Board to vote on the CEO's compensation.			
XI. Closing Items			5:58 PM
A. Adjourn Meeting	Vote	Cindy Smet	2 m

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CNCA Regular Board Meeting on August 10, 2021



Camino Nuevo Charter Academy

Minutes

CNCA Regular Board Meeting

Date and Time

Tuesday August 10, 2021 at 4:00 PM

Location

ZOOM

In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order ([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

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[ZOOM Link](#)

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Directors Present

A. Jimenez Villareal (remote), C. Smet (remote), D. Gidlow (remote), E. Lopez (remote), G. Flores (remote), L. Jennings (remote), T. Powers (remote)

Directors Absent

C. Garcia Alvarado, J. Ortega

Directors who arrived after the meeting opened

E. Lopez

Guests Present

A. Abich (remote), R. Rodriguez (remote)

I. Opening Items

A. Record Attendance

E. Lopez arrived at 5:00 PM.

B. Call the Meeting to Order

C. Smet called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Tuesday Aug 10, 2021 at 4:08 PM.

C. Approve Minutes

G. Flores made a motion to approve the minutes from CNCA Regular Board Meeting on 06-22-21.

D. Gidlow seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

T. Powers	Aye
E. Lopez	Absent
C. Garcia Alvarado	Absent
A. Jimenez Villareal	Aye
L. Jennings	Abstain
D. Gidlow	Aye
J. Ortega	Absent
G. Flores	Aye
C. Smet	Aye

D. Approve Minutes

T. Powers made a motion to approve the minutes from CNCA Regular Board Meeting on 06-28-21.

C. Smet seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

T. Powers	Aye
G. Flores	Aye
J. Ortega	Absent
E. Lopez	Absent
A. Jimenez Villareal	Aye
L. Jennings	Abstain
C. Garcia Alvarado	Absent
D. Gidlow	Aye
C. Smet	Aye

E. Approve Minutes

T. Powers made a motion to approve the minutes from CNCA Special Board Meeting on 07-21-21.

C. Smet seconded the motion.

The motion failed solely due to lack of quorum of those who attend the special meeting. The vote to approve the minutes from the July 21 Special Board Meeting will be added to the September 7 agenda. The motion did not carry.

Roll Call

J. Ortega	Absent
A. Jimenez Villareal	Abstain
C. Garcia Alvarado	Absent
T. Powers	Aye
G. Flores	Aye
C. Smet	Aye
D. Gidlow	Abstain
E. Lopez	Absent
L. Jennings	Abstain

II. Public Comment

- A. 2-Minute Limit per Speaker**
There was no public comment.

III. CEO Update

- A. Independent Study**
Adriana Abich, CEO of CNCA, and Darius Fequiere, Director of Special Education, presented an update on the Independent Study program for fall semester.

IV. Student and Family Supports

- A. Updates to Student/Family Handbook**
C. Smet made a motion to approve the updates to the Student/Family Handbook.
L. Jennings seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Gidlow	Aye
C. Smet	Aye
G. Flores	Aye
J. Ortega	Absent
C. Garcia Alvarado	Absent
T. Powers	Aye
L. Jennings	Aye
A. Jimenez Villareal	Aye
E. Lopez	Aye

- B. Independent Study Policy**
D. Gidlow made a motion to approve the CNCA Independent Study Policy.
L. Jennings seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. Jimenez Villareal	Aye
D. Gidlow	Aye
L. Jennings	Aye
C. Smet	Aye
G. Flores	Aye
J. Ortega	Absent
T. Powers	Aye
C. Garcia Alvarado	Absent
E. Lopez	Aye

V. Closed Session

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION G.C. 54957(b)(1)

The board moved to closed session at 5:07 PM.

The board returned to open session at 6:16 PM.

No action was taken.

VI. Closing Items

A. Adjourn Meeting

L. Jennings made a motion to adjourn the meeting.

C. Smet seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

C. Garcia Alvarado Absent

T. Powers Aye

J. Ortega Absent

G. Flores Aye

E. Lopez Aye

C. Smet Aye

A. Jimenez Villareal Aye

D. Gidlow Aye

L. Jennings Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:17 PM.

Respectfully Submitted,

D. Gidlow

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CNCA Special Board Meeting on July 21, 2021



Camino Nuevo Charter Academy

Minutes

CNCA Special Board Meeting

Date and Time

Wednesday July 21, 2021 at 12:00 PM

Location

Zoom

In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order ([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

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<https://caminonuevo-org.zoom.us/j/92098709570?pwd=Y2RMSkdsNTFCeStpSVJUQmJ5WIR1dz09>

Meeting ID: 920 9870 9570

Passcode: 8iktF9

Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Leylani Lira in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or Leylani.Lira@caminonuevo.org. Speakers are limited to no more than 3 minutes each. Speakers may also sign up in person the day of the meeting.

Directors Present

C. Smet (remote), E. Lopez (remote), G. Flores (remote), J. Ortega (remote), T. Powers (remote)

Directors Absent

A. Jimenez Villareal, C. Garcia Alvarado, D. Gidlow, L. Jennings

Guests Present

A. Abich (remote)

I. Opening Items

A. Call the Meeting to Order

C. Smet called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Wednesday Jul 21, 2021 at 12:09 PM.

B. Record Attendance

C. Smet made a motion to add an item to the agenda, allowing for a CEO update on distance learning during fall semester.

G. Flores seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Ortega	Aye
L. Jennings	Absent
A. Jimenez Villareal	Absent
D. Gidlow	Absent
C. Smet	Aye
G. Flores	Aye
E. Lopez	Aye
C. Garcia Alvarado	Absent
T. Powers	Aye

II. Public Comment

A. Public Comment

The following educator addressed the board meeting:

- Laura Farrel of the Dalzell-Lance campus, and President of the Camino Nuevo Teachers Association.

III. Convene to Closed Session

A. Closed session - Labor Negotiations

The board moved to closed session at 12:18PM.

The board returned to open session at 12:58PM.

No action was taken.

IV. 21-22 Academic Calendars

A. Updated SY 2021-2022 Calendars (K-8, HS, ECEC)

E. Lopez made a motion to approve the updated calendars for academic school year 2021-2022 for K-8, HS and ECEC.

J. Ortega seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

G. Flores	Aye
C. Smet	Aye

Roll Call

T. Powers	Aye
D. Gidlow	Absent
C. Garcia Alvarado	Absent
A. Jimenez Villareal	Absent
J. Ortega	Aye
E. Lopez	Aye
L. Jennings	Absent

V. Updates to Collective Bargaining Agreement and Employee Handbook

A. Updates to CBA and Employee Handbook

G. Flores made a motion to approve the new Collective Bargaining Agreement, updates to the Employee Handbook, and MOU regarding teacher stipends.

T. Powers seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Gidlow	Absent
A. Jimenez Villareal	Absent
G. Flores	Aye
T. Powers	Aye
L. Jennings	Absent
C. Garcia Alvarado	Absent
C. Smet	Aye
J. Ortega	Aye
E. Lopez	Aye

VI. CEO Update

A. Distance Learning Update

Adriana Abich, CEO of CNCA, gave an update on the proposed distance learning program for fall semester, based on the parameters stipulated in AB 130.

VII. Closing Items

A. Adjourn Meeting

E. Lopez made a motion to adjourn the meeting.

G. Flores seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Gidlow	Absent
L. Jennings	Absent
T. Powers	Aye
G. Flores	Aye
A. Jimenez Villareal	Absent
C. Garcia Alvarado	Absent
E. Lopez	Aye
C. Smet	Aye
J. Ortega	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:16 PM.

Respectfully Submitted,
C. Smet

Cover Sheet

Independent Study Policy

Section:	III. Consent Agenda
Item:	A. Independent Study Policy
Purpose:	Vote
Submitted by:	
Related Material:	1. CNCA Independent Study Policy.pdf



College ready. College bound.

Work Hard. Live Well.



CNCA Independent Study Policy

Camino Nuevo Charter Academy (CNCA) may offer independent study to meet the educational needs of students enrolled at a CNCA School. Independent study is an alternative education designed to teach the knowledge and skills of the grade-level core curriculum. CNCA shall provide appropriate existing services and resources to enable student to complete their independent study successfully. Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees. Students who voluntarily choose to enroll in CNCA's independent study program have the alternative option of attending a classroom-based instructional program in a school of their district of residence or potentially at CNCA subject to capacity. CNCA's independent study program is equivalent in grade level, quality, and intellectual challenge to CNCA's classroom based in-person instruction.

These independent study policies have been established by CNCA in alignment with Education Code § 51745 et seq., updated to meet the requirements of Assembly Bill 130 (2021), and adopted pursuant to Education Code § 51747 and 5 C.C.R. § 11701. The following written policies have been adopted by the Board for implementation at CNCA schools and are effective as of the start of the 2021-22 school year:

1. The Principal or designee is responsible for managing the independent study program, which includes reviewing and granting requests for independent study for CNCA students, and for notifying the parents/guardians of all enrolled CNCA students of their option to enroll their child in in-person instruction or independent study during the 2021-2022 school year. The Principal or designee will determine if a student qualifies for independent study based on criteria including the below:
 - a. In accordance with Education Code § 51749.5(a)(3) Experienced certificated staff, who hold the appropriate subject matter credential, and are CNCA employees are available to effectively supervise students in independent study;
 - b. Ensuring the enrollment does not result in noncompliance with independent study ADA requirements (e.g., ADA-to-Certificated Teacher Ratio per Education Code § 51745.6; ensuring 80% of ADA generated by the CNCA is from classroom-based instruction per Education Code § 47612.5; etc.).
 - c. No individual with exceptional needs, as defined in Education Code § 56026, may participate in independent study unless his/her Individualized Education Program ("IEP") specifically provides for such participation. (Education Code § 51749.5(a)(7)(A).)
 - d. No student that is referred or assigned to a CNCA pursuant to Education Code § 48915 or Education Code § 48917, may be provided with instruction through independent study unless they are offered the alternative of classroom instruction and they choose independent study.

- e. In accordance with Education Code § 51747.3(c), students enrolling in the independent study program must be residents of Los Angeles County or an adjacent county.

The Principal or designee is responsible for establishing the number of available seats for short-term and full-time independent study and must consider the independent study ADA requirements (see Section 1(b)) in making these determinations. The Principal or designee may consider factors under Section 1(a)-(e) and other factors in determining the total number of full-time independent study seats and enrollment eligibility.

2. For students in all grade levels offered by CNCA, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days. (Education Code § 51747(a).)
3. When any student fails to complete three (3) assignments during any period of twenty (20) school days, or fails to make satisfactory educational progress (defined below in Section 4), the school will conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. A written record of the findings of any evaluation will be maintained in the student's permanent record. This record will be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record will be forwarded to that school. (Education Code § 51747(b).) CNCA schools may disenroll students who accrue ten (10) unexcused absences due to failure to turn in assignments.
4. For purposes of conducting the evaluation in Section 3, a student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their IEP. The Principal or designee is responsible for making this determination based on all of the following indicators:
 - a. The student's achievement and engagement in the independent study program, as indicated by the student's performance on student-level measures of student achievement and student engagement set forth in Education Code § 52060(d)(4)-(5).
 - b. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
 - c. Learning required concepts, as determined by the supervising teacher.
 - d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher. (Education Code § 51747(b)(2).)
5. The CNCA Board of Directors annually certifies that CNCA's independent study policies are of the same rigor, educational quality, and intellectual challenge as CNCA's in-person instruction and are aligned to all relevant local and state content standards. The school will provide content to students aligned to grade level standards that is provided at a level of quality and

intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by a Camino Nuevo High School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code § 51747(c).) CNCA will provide support to students in need, such as students not performing at grade level, English learners, individuals with exceptional needs with an individualized educational program pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students experiencing homelessness or in foster care, and students requiring mental health support. To provide support for English learners, CNCA will provide support through targeted instruction and intervention via a digital curriculum focused on language development, teacher use of specially designed academic instruction in English (SDAIE), and consultation (as necessary) with CNCA specialists regarding language development. (Education Code § 51747(g)(7).)

6. For students who participate in independent study at CNCA for at least fifteen (15) schooldays per year:

6.1. If a student does not generate attendance for more than three schooldays or 60 percent of the instructional days in a school week, or for students who are in violation of their independent study written agreement, CNCA shall:

- a. Verify current contact information for each enrolled student;
- b. Notify parents or guardians of lack of participation within one schoolday of the student’s absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
- c. Reach out to the student directly and/or parents or guardians, as well as health and social services as necessary, to determine student’s needs for reengagement; and
- d. If the student has failed to complete three (3) assignments during any period of twenty (20) schooldays or is failing to make satisfactory educational progress as defined in Section 4 herein, the school will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student’s written agreement) to review the student’s written agreement and reconsider the independent study program’s impact on the student’s achievement and well-being. (Education Code § 51747(d).)

6.2 Based on each student’s grade level, their assigned teacher of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in subsections a-b below. (EC § 51747(e).)

“Live interaction” means interaction between the student and CNCA school staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

“Synchronous instruction” means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student’s assigned teacher of record, and involving live two-way communication. (EC § 51745.5.)

- a. For students in grades TK-3, inclusive, their assigned teacher of record will schedule and offer opportunities for daily synchronous instruction.
- b. For students in grades 4-12, inclusive, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction. The school will document each student’s participation in live interaction and synchronous instruction on each schoolday, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a schoolday will be documented as nonparticipatory for that schoolday. (Education Code § 51747.5(c).)

CNCA will document each student’s participation in live interaction and synchronous instruction on each schoolday, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a schoolday will be documented as nonparticipatory for that schoolday. (Education Code § 51747.5(c).)

6.3 A student’s parent or guardian may request their student return to in-person instruction from independent study by making a written request to Principal or designee or their assigned teacher of record. If there is capacity in the school’s in-person program at the student’s grade level, the school will transition the student within five schooldays. If there is not capacity in the school’s in-person program at the student’s grade level, the school will help the student transition to enrolling in the in-person program offered by their district of residence, will transfer the student’s educational records within five schooldays, and offer the student an opportunity to join the school’s waitlist. (Education Code § 51747(f).)

7. A current written agreement shall be maintained on file for each student participating in independent at CNCA. The independent study agreement for a student must require and cover a study plan that represents the same amount of study that would be required of a student in the classroom. Written agreements may include subsidiary agreements, such as course contracts and assignment and work records. Also each agreement shall include, but is not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a student’s assignments and for reporting his or her progress.
 - b. The objectives and methods of study for the student’s work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to EC § 48915 or 48917, the agreement also will include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction. (Education Code § 51747(g).)
- i. CNCA schools will comply with the written independent study agreement signature requirements set forth in Education Code § 51747(g)(9), including:
 - i. For the 2021-22 School Year Only (Must Obtain Signatures Within 30 Days of First Day of Independent Study Instruction): The school will obtain a signed written agreement from the student, or the student's parent or legal guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student no later than 30 days after the first day of instruction.
 - ii. For School Years After 2021-22 (Must Obtain Signatures Before Independent Study Instruction): Each independent study agreement will be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this

paragraph, “care giver” means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

- iii. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the department, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
 - iv. Before signing a written agreement, and upon the request of the parent or guardian of a student, the school will conduct a phone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning. (Education Code § 51747(h)(2).)
 - v. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student’s IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
8. Family Rights and Responsibilities: The independent study program entails a commitment by the parent/guardian and the student. Families participating in independent study agree to:
- a. Support the student, including by monitoring the student’s progress in the independent study program and helping the student track important deadlines (e.g., assignment deadlines).
 - b. Complete the independent study agreement.
 - c. Participate in any interventions recommended by the school to promote academic success.
 - d. Complete the CNCA Assignment Sheet and Attendance Record daily in order to document the student’s daily engagement in independent study educational activities
9. Supervising Teacher Responsibilities:

- a. Each student's independent study shall be coordinated, evaluated and carried out under the general supervision of a certificated CNCA employee. (Education Code § 51747.5.)
- b. Principal or designee shall oversee the teacher(s) who directly supervise independent study on a regular basis and ensure that the teacher(s):
 - i. Complete designated portions of the independent study agreement and add additional information to the agreement when appropriate.
 - ii. Supervise and approve coursework.
 - iii. Design/identify curriculum objectives.
 - iv. Communicate with students as required by the independent study agreement.
 - v. Assess all work that students are required to submit to the teacher.
 - vi. Personally judge the time value of assigned work or work products completed and submitted by the student.
 - vii. Select and save with each independent study agreement, representative samples of the student's completed and evaluated assignments.
 - viii. Maintain any required records and files on a current basis.
 - ix. When appropriate, determine and assign grades or other approved measures of achievement.

10. CNCA Administrative Responsibilities:

- a. CNCA will not provide independent study for students and parents/guardians with funds or items of value that are not provided for other students and parents/guardians. (Education Code § 51747.3(a).)
- b. CNCA may claim apportionment credit for independent study only to the extent of the time value of student or student work products, as personally judged in each instance by a certificated teacher. (Education Code § 51747.5(b).)
- c. CNCA will maintain records of the independent study program as required by law. School records maintained by CNCA shall identify all students participating in its independent study program and shall specify the grade level in which each of these students is enrolled.
- d. CNCA will maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. This includes documenting each student's participation in live interaction and synchronous instruction as described above in Section 6.2. (Education Code § 51747.5(c)-(d).)
- e. Records of the independent study program shall be maintained for audit purposes and shall include the following:
 - i. A copy of the Board policy and procedures related to independent study.
 - ii. A separate listing of the students, by grade level, who have participated in independent study identifying units of the curriculum attempted (also known as the "course of study") and units of the curriculum completed by students, as specified in their independent study agreements.
 - iii. A file of all independent study agreements, with representative samples of each student's work products and a signed acknowledgement by the supervising

teacher indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.

- iv. A daily attendance register, as appropriate to the program in which the students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different individuals. (5 C.C.R. § 11703.)
11. CNCA shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.
 12. No student who qualifies for special education services under the Individuals with Disabilities in Education Act ("IDEA") shall participate in independent study unless it is specifically authorized under his or her Individual Education Plan ("IEP").
 13. The Principal will comply with all applicable law regarding independent study, including ADA-to-certificated employee ratio requirements and course-based independent study requirements (if applicable). (EC § 51745 et seq.; 5 C.C.R. 11700 et seq.)



College ready. College bound.

Work Hard. Live Well.

CNCA Política de Estudio Independiente

Camino Nuevo Charter Academy (CNCA) puede ofrecer el estudio independiente para satisfacer las necesidades educativas de los alumnos matriculados en una escuela CNCA . El estudio independiente es una alternativa educativa diseñada para enseñar los conocimientos y habilidades del plan de estudios del grado. CNCA deberá proporcionar los servicios y recursos existentes adecuadas para permitir a los alumnos para completar su estudio independiente con éxito. Estudio independiente de cada estudiante se coordinará, evaluará , y llevó a cabo bajo la supervisión general de un empleado o empleados certificado designado .

Las siguientes políticas escritas han sido adoptados por la Junta para su aplicación en las escuelas CNCA :

1 . Para los alumnos de todos los grados que ofrece la CNCA , la longitud máxima de tiempo que puede transcurrir entre el momento se realiza una asignación y la fecha en la que el alumno debe completar el trabajo asignado se determinará de acuerdo el estudio independiente de cada alumno o como modificado por un maestro titulado asignado en el momento en que el trabajo se asigna a la pupila.

2 . Después de tres tareas perdidas una evaluación se llevó a cabo para determinar si es en el mejor interés del alumno a permanecer en el estudio independiente. Un registro escrito de los resultados de cualquier evaluación realizada de conformidad con esta política será considerado como un registro de alumno provisional obligatorio. Este registro se mantendrá durante un período de tres años a partir de la fecha de la evaluación y si las transferencias del alumno a otra escuela pública de California , el registro se enviarán a esa escuela.

3 . Un acuerdo escrito actual se mantendrá en el expediente de cada alumno el estudio independiente. El acuerdo de estudio independiente para que un estudiante debe requerir y cubrir un plan de estudio que representa la misma cantidad de estudios que se requeriría de un estudiante en el aula. Los acuerdos escritos pueden incluir acuerdos subsidiarios , como los contratos de los cursos y los registros de asignación y de trabajo. También cada acuerdo deberá incluir, pero no está limitado a, todo lo siguiente :

- La manera, el tiempo , la frecuencia y lugar de presentación de las tareas del alumno y para reportar su progreso .
- Los objetivos y métodos de estudio para el trabajo del alumno y los métodos utilizados para evaluar dicho trabajo.
- Los recursos específicos, incluyendo materiales y personal que se ponen a disposición del alumno .
- Una declaración de las políticas adoptadas en el presente documento con respecto a la longitud máxima de tiempo permitido entre la asignación y la finalización de los trabajos asignados de un alumno , y el número de trabajos no autorizados con anterioridad a la evaluación de si el alumno se debe permitir que continúe en estudio independiente .

- La duración del contrato de estudio independiente , incluyendo las fechas de inicio y fin de la participación del alumno en el estudio independiente en el marco del acuerdo. Ningún acuerdo de estudio independiente será válida por un período de más de un semestre o un año y medio para una escuela en un calendario el año .
- Una declaración de que el número de créditos del curso o, para los grados de primaria , otras medidas de logro académico apropiados para el acuerdo , que se han sido obtenidos por el alumno al finalizar.
- La inclusión de una declaración en cada contrato de estudio independiente que el estudio independiente es una alternativa educativa opcional en la que ningún alumno puede ser obligado a participar . En el caso de un alumno que se hace referencia o asignado a cualquier escuela, clase o programa de conformidad con el Código de Educación Sección 48915 o 48917 , el acuerdo también deberá incluir la declaración de que la instrucción se puede proporcionar al alumno a través del estudio independiente sólo si el alumno es ofreció la alternativa de la instrucción en el aula .
- Cada acuerdo por escrito será firmado , antes del comienzo del estudio independiente , el alumno , los padres del alumno, el tutor o cuidador , si el alumno es menor de 18 años de edad, el empleado certificado que ha sido designado como tienen la responsabilidad de la supervisión general de estudio independiente , y todas las personas que tienen la responsabilidad directa de la prestación de asistencia para el alumno. Para los propósitos de este párrafo "cuidador " significa una persona que ha cumplido con los requisitos de la Parte 1.5 (comenzando con la Sección 6550) del Código de Familia.

4 . CNCA deberá cumplir con las Secciones del Código de Educación 51745 y 51749.3 través de las disposiciones de la Ley de la Escuela Charter y la Junta Estatal de Educación adoptó la normativa marco del mismo.

5 . Ningún estudiante que califica para los servicios de educación especial bajo los Individuos con Discapacidades en la Educación (" IDEA ") participará en el estudio independiente , a menos que esté expresamente autorizado por su Plan Individual de Educación (" IEP ") .

6 . Los directores CNCA establecerán reglamentos para implementar estas políticas de conformidad con la ley.

Cover Sheet

Regular Board Meeting Dates

Section: III. Consent Agenda
Item: B. Regular Board Meeting Dates
Purpose:
Submitted by:
Related Material: Board meeting dates.proposed.pdf



2021-22 CNCA Regular Board Meeting Dates

August 10, 2021, 4:00 pm – 6:00 pm
September 7, 2021, 4:00 pm – 6:00 pm
October 19, 2021 4:00 – 6:00 pm
November 9, 2021, 4:00 pm – 6:00 pm
January 11, 2022, 4:00 pm – 6:00 pm
March 8, 2022, 4:00 pm – 6:00 pm
May 10, 2022, 4:00 pm – 6:00 pm
June 14, 2022, 3:30pm – 6:00 pm

Start times are subject to change

Cover Sheet

ECE BUR Lease

Section: III. Consent Agenda
Item: C. ECE BUR Lease
Purpose:
Submitted by:
Related Material: ECE Lease to Burlington.finaldraft.pdf

LEASE AGREEMENT

This Amended and Restated Lease Agreement (“Agreement”) is entered into as of the first day of July, 2021 (the “Effective Date”), by Camino Nuevo Charter Academy Early Childhood Center, a California and between the , a California limited liability company (“GNLA” or “Lessor”), and (“ECE” OR “Lessee”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. The Lessor is the owner of a building containing a gross building area of 15,750 square feet located at 661 South Burlington Avenue, Los Angeles, California, 90057, also known as APN 5142-007-003 (the “Building”), and an adjacent parking lot located at 673 S. Burlington Avenue, Los Angeles, California, 90057 also known as APN 5142-007-006 (the “Parking lot”) both more particularly described on Exhibit “A” attached hereto (collectively the Building and the Parking Lot are referred to as the “Property”).

B. The Premises consists of approximately 9,152 square feet and is located in the Building as identified and depicted in Exhibit “B” (the “Premises”). The address of the Premises is 653 South Burlington Avenue, Los Angeles, California, 90057.

D. The Lessor desires to hereby lease to Lessee, and Lessee desires to hereby lease from the Lessor, the Premises, all upon the terms, provisions and conditions hereinafter set forth..

NOW, THEREFORE, in consideration of the covenants and agreements of the Parties stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Lease.

Description of Lease. The Lessor hereby grants and leases to Lessee, and Lessee hereby takes and leases from the Lessor, the Premises under the term and on the terms and conditions stated in this Agreement. The Lessor also grants to Lessee the non-exclusive use of the Common Areas as defined herein and subject to the conditions set forth in Section 2 below.

The Premises is provided by the Lessor subject to all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to all matters of record. Lessee shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Lessor has made no representation or warranty as to the suitability of the Premises for the conduct of Lessee's business, and Lessee waives any implied warranty that the Premises are suitable for Lessee's intended purposes.

2.1 Use.

A. Permitted Use. Except as otherwise expressly permitted in this Paragraph below, the Premises shall be used by Lessee solely for educational purposes. Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority in connection with Lessee's use of the Premises. The Premises may only be used for other purposes upon the prior written consent of the Lessor's or his/her designee, which consent may be given, conditioned or withheld in the Lessor's sole and absolute discretion and so long as such use is permitted by local zoning and municipal codes.

B. Restrictions and Prohibited Uses. Lessee shall not commit, nor permit to be committed, any waste or misuse of the Premises, or allow any offensive noise or odor in or around the Premises, and Lessee shall pay for all damage caused by any unreasonable use or waste. Moreover, Lessee shall not use or permit the use of the Premises for any unsafe or illegal purpose or use, or in any manner that creates a nuisance, or that disturbs, injures or annoys, or causes damage to or adversely affects, the Lessor or any neighboring property or property owner. Lessee shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture or sale of Hazardous Materials (as defined in Section 17 below), except that Lessee may store, use or maintain customary types and quantities of products on the Premises which are incidental to the operation of its business, including, without limitation, photocopy supplies, secretarial supplies and janitorial supplies, provided that the use of such products on the Premises shall be in compliance with applicable laws and shall be in the manner in which such products are designed to be used.

C. Lessee's Use of Premises Subject to Existing Lessor Use. Lessee acknowledges that the Premises is located on a school site operated by the Lessor and therefore, any and all use of the Premises shall be subject to the Lessor's school activities. Further, Lessee acknowledges that Lessee's use of the Premises shall be subject to any existing agreements for the use of Premises.

D. Supervision and Safety. Lessee shall be responsible for supervising its activities. Lessee shall provide safety equipment and maintain safety procedures regarding its use of the Premises as is consistent with industry standards. Lessee shall provide Lessor with 24-hour contact information for a Lessee representative that may be contacted in case of emergency.

2.2 Payment of Rent.

A. Monthly Rent. Lessee shall pay to the Lessor Eighteen Thousand Three Hundred and Four Dollar (\$5,672) per month as the rental compensation for the use of the Premises ("Rent"). Rent shall be payable on the first day of each month without notice or demand and without any deduction, offset, or abatement, to the Lessor at the address stated herein for notices or to such other persons or such other places as the Lessor may designate to Lessee in writing.

B. Taxes and Assessments. Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Lease, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on or about the Premises. Lessee shall have the right to contest the amount

of any assessment imposed against the Premises; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of Lessee.

C. Utility Connections. Lessee agrees that within fifteen (15) days from the date of receipt of a billing statement from the Lessor, Lessee shall reimburse the Lessor its pro rata share (27%) for all utility costs for electricity, water, gas, power, heating and air conditioning, sewage disposal, light, irrigation and sewer services, garbage and trash collection and all other utilities and services provided to the Premises. Lessee shall cause all telephone utility services, internet, and cable services it uses for the Premises to be placed in its name and shall pay all charges therefore during the term of the Lease. Lessee shall reimburse the Lessor for 17% of ECE Office Manager salary.

2.3 Late Rent. If Lessee fails to pay the Rent or any other additional rent or charges under this Lease within ten (10) days after the same has become due, both Lessee and Lessor agree that Lessor will incur additional expenses including, but not limited to, extra collection efforts and handling costs. Both Parties agree that should Lessee so fail to pay its rent, Lessor is entitled to compensation for the detriment caused by the failure, but that it is extremely difficult and impractical to ascertain the extent of the detriment. The parties therefore agree that should Lessee fail to pay any rent due hereunder within ten (10) days after the same becomes due, Lessor shall be entitled to recover from Lessee ten percent (10%) of the amount past due as a late charge, plus any attorneys' fees incurred by Lessor by reason of Lessee's failure to pay such amount when due. Lessee further agrees to pay Lessor any costs incurred by Lessor in the collection of such past due rent including, but not limited to, fees of an attorney and/or collection agency. Nothing herein contained shall limit any other remedy of Lessor under this Lease. Lessor shall also have the right to require Lessee to pay any past due sums by cashier's check or money order. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

2.4 Security Deposit. Upon execution of this Agreement, Lessee shall deposit with Lessor the sum of Five Hundred Dollars (\$500) (the "Security Deposit"). The Security Deposit shall be held by Lessor without obligation or liability for payment of interest thereon, as security for the faithful performance by Lessee of all of the terms of this Lease to be observed and performed by Lessee. The Security Deposit shall not be mortgaged, assigned, transferred, or encumbered by Lessee without the prior written consent of Lessor. Lessor shall not be required to keep the Security Deposit in a separate account.

A. Application of Security Deposit. Should Lessee at any time be in default with respect to any provision of this Lease, Lessor may, at its option and without prejudice to any other remedy which Lessor may have at law or in equity, use, apply, and/or retain all or any part of the Security Deposit for the payment of Rent and any additional rent or other costs and expenses for which Lessee is obligated to pay under the Lease, for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, to repair damage to the Premises caused by Lessee or for which Lessee is liable under this Lease, to clean

the Premises upon the termination of this Lease, to compensate Lessor for any other loss or damage sustained because of Lessee's default (including, without limitation, damages for rent lost after the termination of this Lease and all other amounts recoverable under California Civil Code Section 1951.2), or for any other purpose permitted by law.

B. Replenishment of Security Deposit. If during the Term, Lessor uses, applies or retains the Security Deposit for any purpose specified-above, then within five (5) days after written demand by Lessor, Lessee shall deposit cash with Lessor in an amount sufficient to restore the Security Deposit to the original sum required.

2.5 Term. The term of this Agreement shall be effective upon execution by both parties and shall continue for one (1) year until _____, 2022. No less than three (3) months prior to the expiration of the Term, the Parties may agree in writing to renew the Agreement for a five (5) year term ("Renewal Term") on the same terms and conditions, subject to an agreed upon increase to the Rent that is not less than three percent (3%) per annum of the immediately preceding Rent, so long as either party notifies the other party in writing of its interest in renewing the Agreement no less than six (6) months prior to the expiration of the Term.

2.6 As-Is. Lessee hereby represents, warrants and covenants as follows:

A. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation, warranty, promise or statement, express or implied, to Lessee, or to anyone acting for or on behalf of Lessee, concerning the Premises or the condition, use or development of the Premises. Lessee further represents and warrants that, in entering into this Agreement, Lessee has not relied on any representation, warranty, promise or statement, express or implied, of the Lessor or anyone acting for or on behalf of the Lessor, other than as expressly set forth in this Agreement, and that all matters concerning the Property have been or shall be independently verified by Lessee prior to the execution of this Agreement, on Lessee's own prior investigation and examination of the Premises (or Lessee's election not to do so); **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LESSOR, LESSEE IS HEREBY LEASING THE PREMISES IN AN "AS-IS" PHYSICAL CONDITION AND IN AN "AS-IS" STATE OF REPAIR, WITH ALL FAULTS.** The Lessor hereby disclaims, all warranties of any type or kind whatsoever with respect to the Premises, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

B. LESSEE HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE LESSOR, ITS BOARD, STAFF, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS AND OTHER REPRESENTATIVES (collectively, the "Lessor Parties") FROM AND AGAINST ANY AND ALL CLAIMS THAT LESSEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE LESSOR PARTIES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PROPERTY AND/OR THE PREMISES (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY AND/OR THE PREMISES OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR THE PREMISES), BUT EXCLUDING ANY COSTS AND EXPENSES

RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR PARTIES.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 1.5, LESSEE EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

LESSEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, LESSEE ACKNOWLEDGES THAT LESSEE FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.4(b).

Lessee

1.6 Entry by Lessor. Lessor shall have the right to enter the Premises during regular business hours or with twenty-four (24) hour notice for the purpose of inspecting same in order to determine whether Lessee is complying with the terms of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does Lessor assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or negligence of Lessee, Lessee's members, guests, clients, agents, contractors and employees on the Premises.

3. Common Areas. The Common Areas includes the front desk, front corridor, Staff Restrooms in the front of the building, courtyard/playground, electrical room and storage room, as depicted in Exhibit A, which use is subject to the terms stated herein.

A. Parking. Lessee shall have the right to use the parking facilities (2 spaces) of the Property as identified in Exhibit A at all times, subject to any rules and regulations which may be established by Lessor during the Term thereof, and shall be entitled to use all parking spaces at no cost to Lessee. In no event shall Lessee permit vehicles to stay overnight in the parking facilities.

B. Playground Area. Lessee shall have the non-exclusive right to use the playground areas identified in Exhibit A (“Playground Area”) during those hours and times set forth in Exhibit C. However, the Lessor shall have the right to exclusive use of the Playground

Area as measured in time, for any planned student or school events or any required maintenance work that occurs during the times set forth in Exhibit C. The Lessor shall provide written notice of its need for exclusive use of the Playground Area to the Lessee in a timely manner.

4. Maintenance and Repair.

4.1 Lessee Obligations. Lessee shall, at its sole cost and expense, be responsible for the upkeep, repair and maintenance of the Premises and such upkeep, repair and maintenance shall be performed in accordance with all Lessor standards. Lessee hereby acknowledges that it has received the Premises in good order and condition. Lessee agrees that it will, at its sole cost and expense, keep and maintain (including custodial services) the entire Premises and improvements thereon or therein, in good repair and appearance, except for ordinary wear and tear.

4.2 Lessor Obligations. Lessor shall be responsible for upkeep, repair and maintenance of the Property and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Property or improvements thereon or therein in order to keep and maintain the same in such good order, condition and repair.

4.3 Parking Lot and Playground Area. The Lessor shall provide regular maintenance and upkeep for the Common Areas. However, Lessee shall be responsible for providing any and all cleaning and repair of the Common Areas made necessary by its use. Lessee shall provide such clean up and repair services as necessary and in the event the Lessor issues a written notification requiring specific or general clean up or repair. If Lessee fails to provide adequate clean up or repair within 24 hour notice from the Lessor, the Lessor may provide all required clean up or repair and charge Lessee for all associated costs.

5. Alterations and Improvements. Lessee shall not structurally alter improvements on the Premises or make any alteration or change to the improvements on the Premises, including signs, or make any additional improvements to the Premises, without the prior written consent of the Lessor which consent shall be determined and/or conditioned at the Lessor's sole discretion.

5.1

5.2 Status of Improvements on Termination of the Agreement. Upon the expiration of the term of this Agreement or the earlier termination of this Agreement, Lessee shall remove the improvements located on the Premises by Lessee, and return the Premises to the original condition. Lessee shall remove the improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance and indemnification shall survive and be in effect during the removal period. Lessee shall have thirty (30) days from the receipt of any such notice to complete the removal of the improvements. Except as otherwise expressly provided in this Section, Lessee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave, surrender and yield up unto the Lessor the Premises, including, but not limited to, the improvements located

thereon, clean and in good order and repair, ordinary wear and tear excepted, and all personal property and trade fixtures must be removed by Lessee.

6. Indemnification. Lessee hereby agrees to pay, and to protect, defend, indemnify and save harmless the Lessor and its Board, staff, employees, agents, consultants, contractors and other representatives from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees, costs and expenses), causes of action, suits, claims, demands or judgments of any nature or kind whatsoever incurred in connection with, arising from or relating to (a) any injury to, or death of, any person or any damage to property on the Premises or in any manner growing out of or in connection with the use, non-use, condition or occupancy of the Premises or any part thereof (b) violation by Lessee of any agreement or condition of this Agreement, (c) violation by Lessee of any contract or agreement recorded against the Premises or any restriction, statute, law, ordinance or regulation, in each case affecting the Premises or any part thereof or the ownership, occupancy or use thereof, (d) any injury to, or death of, any person or damage to property caused by or resulting from the acts or omissions of Lessee, its employees, agents, consultants, contractors, guests, invitees or other representatives, (e) the condition, conduct, use, management, or occupancy of the Premises during the term of this Agreement, or (f) any Hazardous Materials condition affecting or relating to the Premises from any cause whatsoever and first arising during Lessee's occupancy and/or possession of the Premises. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Prohibition Against Assignment, Sublease or Transfer. Lessee shall not assign, sell, encumber, hypothecate, alienate or otherwise transfer, whether directly or indirectly, voluntarily, by operation of law or otherwise, its interest in this Agreement or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining the Lessor's written consent, which consent may be given or withheld in the sole and absolute discretion of the Lessor. Notwithstanding anything to the contrary stated in this Agreement, any breach of this Section shall be an automatic material breach of this Agreement (without any right of cure by Lessee), whereupon the Lessor will have available to it all rights and remedies provided herein.

8. Defaults and Remedies.

8.1 Default and Termination. If Lessee fails to perform any term, covenant or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues for more than thirty (30) days after written notice is received by Lessee from the Lessor (or if the breach or default is of such character as to reasonably require more than thirty (30) days to cure, and Lessee fails, within thirty (30) days after it receives written notice of such breach or default from the Lessor, to commence the cure of such default or thereafter fails to pursue with reasonable diligence the curing of such default to completion), then the Lessor may, at its option and without any further demand or notice, exercise any of its rights or remedies set forth below. The rights and remedies of the Lessor set forth in this Agreement are cumulative and are not intended to be exclusive.

8.2 Various Lessor Remedies. In the event of any default by Lessee as defined herein, then the Lessor may exercise the following remedies:

A. Without terminating or effecting a forfeiture of this Agreement or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of its election to do so as set forth herein, the Lessor may re-enter and take possession of the Premises and of all property of the Lessor located therein; may evict Lessee and all other persons in occupation thereof, and may store all property of Lessee or of any other person which is located therein for the account of and at the risk of Lessee. All property of Lessee which is stored by the Lessor pursuant hereto may be redeemed by Lessee within thirty (30) days after the Lessor notifies Lessee in writing that the Lessor has taken possession thereof upon payment to the Lessor in full of all obligations then due from Lessee to the Lessor hereunder and of all costs incurred by the Lessor in providing such storage. If Lessee fails to redeem such property within the above-referenced thirty (30) day period as set forth herein, the Lessor may sell such property and shall apply the proceeds of such sale actually collected first against the costs of storage and sale and then against any other obligation due from Lessee hereunder.

B. The Lessor may terminate or otherwise effect a forfeiture of this Agreement by express written notice to Lessee of its election to do so. Such termination or forfeiture shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination. In the event of such termination or forfeiture, the Lessor shall be entitled to recover from Lessee, in addition to any obligation which has accrued prior to the date of termination or forfeiture, (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination, plus (ii) the worth at the time of award (computed by allowing interest at the rate specified herein) of the amount by which the unpaid rent and additional rent which would have been earned after termination or forfeiture until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided.

C. The Lessor may recover from Lessee, and Lessee shall pay to the Lessor upon demand, any other amount necessary to compensate the Lessor for the detriment proximately caused by Lessee's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, such expenses as the Lessor may incur in recovering possession of the Premises, placing the same in good order and condition, and altering and repairing the same for reletting, as well as all other expenses, commissions and charges incurred by the Lessor in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

D. The Lessor may exercise any other remedy or right now or hereafter available to a landlord against a defaulting tenant under the laws or judicial decisions of the State of California and not otherwise specifically reserved herein.

E. In no event shall the Lessor be obligated to refund any rental or other amounts paid by Lessee prior to the termination of this Agreement due to a default on the part of Lessee hereunder, and Lessee shall have no right to any such refund.

8.3 Lessor's Right to Cure Lessee's Breach. The Lessor may, but is not obligated to, cure any of Lessee's failures to perform any covenant or provision of this Agreement at Lessee's expense, including, without limitation, by purchasing any required insurance, paying and fully satisfying any liens against the Premises, and/or taking any action to repair or maintain the Premises. If the Lessor, by reason of such failure by Lessee, pays any amount or does any act

in accordance with this Section, the amount paid by the Lessor plus the reasonable expense of performing such act shall be due within thirty (30) days after Lessee receives written demand therefor from the Lessor. No such payment or act shall constitute a cure or waiver of the breach or a waiver of any remedy for default or render the Lessor liable for any loss or damage resulting from any such act.

8.4 Nonwaiver. No waiver of any provision of this Agreement shall be implied by any failure of the Lessor to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by the Lessor of any provision of this Agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

8.5 Generally. Lessee hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure section 1174 or 1179, or under any other present or future law, in the event Lessee is evicted or the Lessor takes possession of the Premises by reason of any default by Lessee hereunder. The various rights and remedies reserved to the Lessor herein, including those not specifically described herein, shall be cumulative, and except as otherwise provided by California statutory law in force and effect at the time of execution hereof, the Lessor may pursue any or all of such rights and remedies, whether at the same time or otherwise. No act or thing done by the Lessor or its agents during the term of this Agreement, including any agreement to accept the surrender of the Premises or to amend or modify this Agreement, shall be binding on the Lessor, unless in writing and signed by a person authorized to bind the Lessor. The delivery of keys to the Lessor, or the Lessor's agents, employees or officers, shall not operate as a termination of this Agreement or a surrender of the Premises.

9. Damage or Destruction. In the event the Premises is destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered untenable, the Lessee shall have the option of either repairing such injured or damaged portion or terminating this Agreement. Lessee shall have no claim against Lessor for any damages suffered by reason of any such damage, destruction, repair or restoration.

10. Condemnation.

(a) The term "Condemnation" means the taking or appropriation of property or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use. Said term shall also be deemed to include, to the extent not otherwise defined in this Section, a temporary taking of the Premises or any part thereof for a period of one (1) year or more, and the taking of the leasehold interest hereby created.

(b) If the entire Premises or such portion thereof as shall make it unfeasible, in Lessee's sole and absolute judgment, to continue to operate the remaining portion of the Premises for the purposes herein stated, shall be taken by Condemnation, Lessee shall have the right and option to terminate this Agreement as of the date when Lessee is required to vacate the Premises (or portion thereof) by order of competent authority, by delivering to the Lessor written notice of

such termination no later than the date which is sixty (60) days after Lessee first learns of the Condemnation. If this Agreement is terminated as provided in this Section, all charges due from Lessee to the Lessor hereunder shall be paid up to the date of such termination, and the Lessor shall refund to Lessee any sums paid by Lessee in advance and not yet earned and thereafter neither Party shall have any further obligation to the other hereunder, except as otherwise specifically provided in this Agreement. If this Agreement is not terminated within the time period and as provided above, then this Agreement shall continue in full force and effect without abatement or reduction of any rental or other amounts due and payable by Lessee hereunder.

(c) All of any award(s) received for any taking by Condemnation (collectively, "Award"), whether received for the appropriation of the Premises or other improvements, shall be paid to the Lessor, and Lessee shall have no right or interest therein.

(d) In the case of a Condemnation in which this Agreement is not terminated, this Agreement shall remain in full force and effect and any Award received for such Condemnation shall be paid to the Lessor, and Lessee shall have no right or interest therein.

11. Compliance with Laws. Lessee shall, in the maintenance, operation, use, and occupancy of the Premises, promptly comply, and cause all persons claiming by, through or under Lessee promptly to comply, with all laws, ordinances, certificates of occupancy, orders, rules, regulations, and requirements of all federal, state, municipal and other governmental bodies and appropriate departments, commissions, boards and officers thereof. Subject to written approval from Lessor, Lessee shall be responsible, at its sole cost and expense, to make all alterations to the Premises (and improvements thereon) as required to comply with any governmental rules, regulations, requirements, or standards, including, without limitation, any laws, building codes, regulations, and judicial or administrative decisions regarding access to and use of the Premises (and improvements located thereon) by the disabled or renewable energy sources or sustainability.

12. Broker's Fee. Lessee and Lessor each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Lessee hereby indemnifies and holds the Lessor harmless from and against any costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party. Lessee agrees that Lessor shall not be responsible for any future broker fees related to this transaction, as it may relate to Lessee's renewal of the Agreement, if any.

13. [RESERVED].

14. Notices. All notices, statements, demands, requests, or consents under this Agreement made or given by either Party to the other shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed received upon delivery if personally served or when actually received by the Party receiving the notice if the notice is given by mail. Unless notice of a different address has been given in accordance with this Section, all such notices shall be addressed as follows:

If to the Lessor: Early Childhood Center
697 S. Burlington LLC

_____, California 9____
Attention: _____

If to Lessee: Early Childhood Center

_____, California 9____
Attention: _____

15. Estoppel Certificates. The Lessor and Lessee shall, respectively, at any time and from time to time within fifteen (15) days after written request by the other, deliver to the requesting Party, a prospective purchaser or mortgagee of the Property, an executed and acknowledged statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there has been any modification(s) thereof, that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (b) that to its knowledge there exists no default under the Agreement (or if any such default exists, describing the specific nature and extent thereof); (c) the date to which rent and any other amounts due hereunder have been paid in advance, if any; and (d) such other matters or statements as the requesting Party may reasonably request.

16. Hazardous Materials. For the purposes of this Agreement, the following terms shall have the following meanings:

A. "Hazardous Materials" shall mean and include, but not be limited to, any liquid, substance, material, waste, gas or particulate matter which is now or may become regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any liquid, material, substance, waste, gas or particulate matter which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or "pollutant" under any provision of California law, rule or regulation; (ii) a petroleum product; (iii) asbestos; (iv) urea formaldehyde foam insulation; (v) polychlorinated biphenyls; (vi) radioactive material; (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, (x) defined as "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (xi) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (xii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), or (xiii) listed under Article 9 or defined as hazardous or

extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20.

B. “Environmental Laws” shall mean all codes and statutes specifically described in the foregoing Paragraph and all other federal, state and local environmental, health or safety statutes, ordinances, codes, rules, regulations, orders, decrees, standards, policies and guidelines in effect now or in the future pertaining to Hazardous Materials.

C. Lessee covenants that it shall not use, treat, store or dispose of, and shall not permit anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at, on or beneath the Premises in violation of any applicable Environmental Laws. In the event Lessee breaches the covenant contained in this Paragraph (c), Lessee shall, at its sole cost and expense, comply with all federal, state and local laws and requirements relating to the remediation of the situation.

D. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, arising from or relating directly or indirectly to the production, storage, release, discharge, presence, or existence (and/or required remediation) of any and all Hazardous Materials (from any cause whatsoever) in, on, under or about the Premises from and after the Effective Date until the expiration or earlier termination of this Agreement, except to the extent that such Hazardous Materials are placed on or released from the Premises by Lessor or Lessor’s employees, agents or contractors.

E. The terms and provisions of this Section 17 shall survive the expiration or earlier termination of this Agreement.

17. General Provisions.

17.1 Entire Agreement and Modification. This Agreement contains the entire agreement between the Parties, and supercedes all prior agreements (whether oral or written) of the Parties. No provision of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

17.2 Consent of Lessor. Neither the Lessor’s execution of this Agreement nor any consent or approval given by the Lessor hereunder in its capacity as a Party to this Agreement shall waive, abridge, impair or otherwise affect the Lessor’s powers and duties as a governmental body. Any requirements under this Agreement that Lessee obtains consents or approvals of the Lessor are in addition to and not in lieu of any requirements of law that Lessee obtains approvals or permits.

17.3 Attorneys’ Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement, whether or not pursued to judgment, the parties shall each be responsible for their own attorneys’ fees and costs.

17.4 Holding Over. If Lessee holds over after the expiration of the Term for any cause, with or without the express or implied consent of Lessor, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, the Lessor may charge Lessee a monthly rent charge

equal to one hundred twenty five percent (125%) of the fair market rate of the Premises, to be determined by the Lessor and assessed by multiplying the total square feet of the Premises by the fair market rate. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Such holding over shall include any time employed by Lessee to remove machines, appliances and other equipment during the time periods herein provided for such removal.

Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided at law or in equity. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Lessor accruing therefrom, Lessee shall protect, defend, indemnify and hold Lessor harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant arising from such failure to surrender, and any lost profits to Lessor resulting therefrom, provided that Lessor notifies Lessee that Lessee's failure to timely surrender the Premises will cause Lessor to incur such lost profits.

17.5 Signage and Murals. Lessee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the subject property without the prior written consent of the Lessor.

17.6 Lessor Liability. If at any time the Lessor shall fail to perform or pay any covenant or obligation on its part to be performed or paid under this Agreement, and as a consequence thereof Lessee shall recover a money judgment against the Lessor, such judgment shall be enforced against and satisfied only out of the Lessor's interest in the Premises.

17.7 Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17.8 Time of Essence. Time is of the essence of this Agreement.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

17.10 Successors and Assigns. Subject to the limitations on Lessee's right to assign, sublet, hypothecate, mortgage, or otherwise transfer or dispose of its interest in this Agreement or the Premises, the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Lessor and Lessee. Upon the sale, transfer or other disposition of the Premises and assignment of its interest in this Agreement by the Lessor, the Lessor shall have no further obligations or liabilities under this Agreement thereafter.

17.11 Authority. The Lessor and Lessee each represents to the other that it has full power and authority to execute and perform this Agreement.

17.12 Access by the Lessor. The Lessor or its authorized representatives may, from time to time upon reasonable advance notice to Lessee and at any reasonable hour, enter upon and inspect the Premises to ascertain compliance with this Agreement, but without obligation to do so or liability therefor. The Lessor or its authorized representatives may also access the Premises from time to time without notice to Lessee in order to cure a Lessee default under this Agreement in accordance with its rights hereunder.

17.13 Accessibility Inspection Disclosure. Pursuant to California Civil Code section 1938, Lessor provides the following disclosure:

As of the date of execution of this Agreement, the Premises (Check one):

- has undergone inspection by a Certified Access Specialist and has been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.
- has undergone inspection by a Certified Access Specialist and has been determined not to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.
- has not undergone inspection by a Certified Access Specialist.

17.14 No Construction Against Drafting Party. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Agreement, and each Party hereto represents and warrants that it has been advised by legal counsel in connection with the drafting and negotiation of this Agreement.

17.15 Dispute Resolution. If any dispute, controversy, or disagreement arises out of or relating to this Lease, the Parties shall meet in good faith to seek a resolution. If the Parties cannot resolve the dispute informally, the Parties shall participate in non-binding mediation and shall split the costs to hire a mediator evenly between the Parties. If the dispute is not resolved through mediation, the Parties may mutually agree to submit the dispute to arbitration. If arbitration is not mutually agreed by the Parties, either Party may submit the dispute to a court of competent jurisdiction in the State of California. Both Parties shall bear their own attorneys' fees and legal costs to address the dispute regardless of the outcome.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

GNLA 697 S. BURLINGTON LLC



By: _____

EARLY CHILDHOOD CENTER

By: _____

EXHIBIT A

DESCRIPTION/DEPICTION OF PROPERTY

EXHIBIT B

[DESCRIPTION OF PREMISES]

Space Allocation 8-27-21			
02	Storage	124	Dance Waiting Area becomes Burlington Work Area
04	Womens Restroom	118	Restroom assigned to Burlington - Girls Restroom
07	Mens Restroom	118	Restroom assigned to Burlington - Boys Restroom
013	Classroom 3	718	Current Rainbow Classroom
01	Front Hall Area	802	Hallways and Waiting Area
08	Reception Area	49	Front Office - 50%
014	Staff Restroom	105	Front of building
	Buiding Common	802	Corridor - Egress Path calculated at 50% utilization
		2,836	Building Interior Net Rentable as Per Chart
			Building Total SF 10,487
016	Playground	1,262	25% of Courtyard Play Area - 1 out of 4 classrooms
	Canopy	502	25% of Canopy in front of Bur Classroom
		1,764	Playground and Canopy Rentable
			4,600 Total Burlington Rentable Space - RSF and Playground

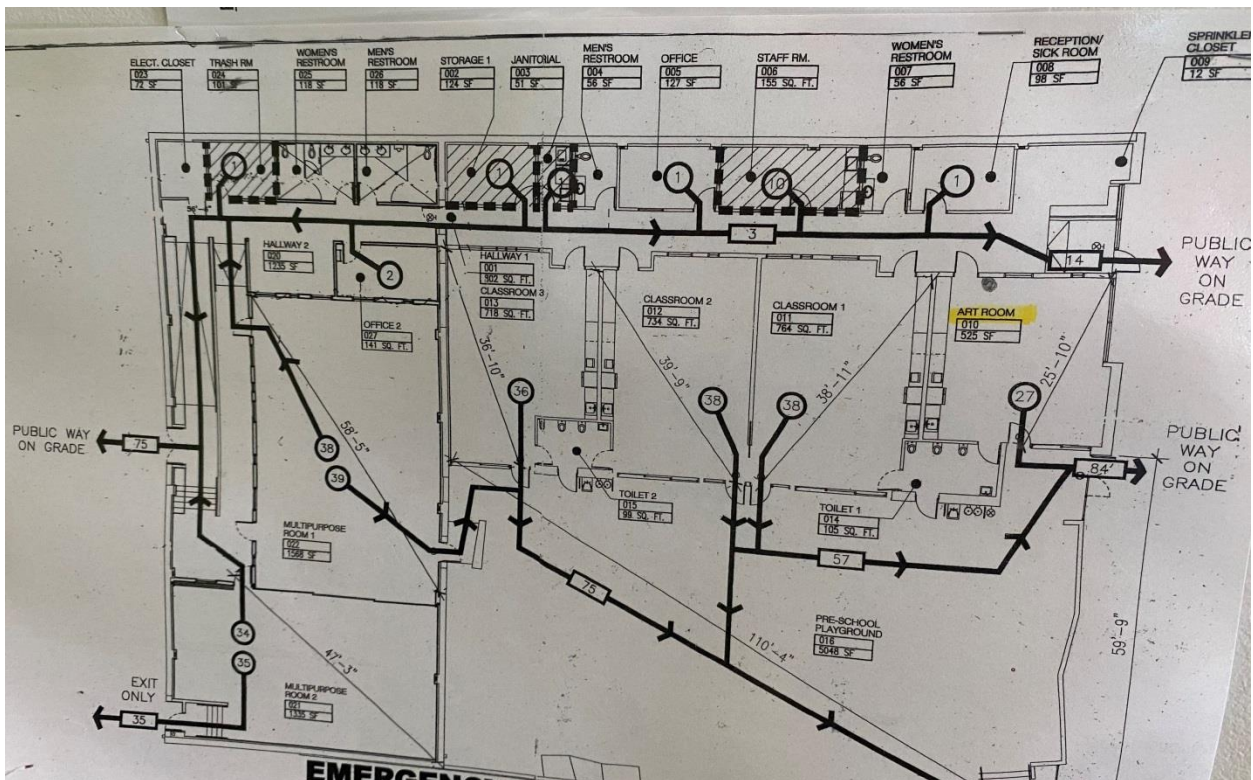


EXHIBIT C

[LESSEE'S USES]

Camino Nuevo Charter Academy Early Childhood Education Center

Rainbow Room:

Monday – Thursday – AM Class

8:00 – 8:30 Classroom

8:30 – 9:00 Recess

9:00 – 11:30 Classroom

Friday

7:45 – 10:00 Classroom

Monday – Thursday – PM Class

12:30 – 1:00 Classroom

1:00 – 1:30 Recess

1:30 – 4:00 Classroom

Friday

10:15 – 12:30

Star Room:

Monday – Thursday AM Class

8:00 – 9:00 Classroom

9:00 – 9:30 Recess

9:30 – 11:30 Classroom

Friday

7:45 – 10:00 Classroom

Monday – Thursday – PM Class

12:30 – 1:30 Classroom

1:30 – 2:00 Recess

2:00 – 4:00 Classroom

Friday

10:15 – 12:30 Classroom

Camino Nuevo Charter Academy - Burlington

Burlington Transitional K/Kindergarten Class M-W & F

7:20 – 7:55 Student arrival

7:55 Student pick up

8:00 School begins

8:05 Breakfast in the classroom

9:11 Recess

10:50 Lunch

11:10 Lunch Recess

3:15 School Ends

Burlington Transitional K/Kindergarten Class – Thursday

7:20 – 7:55	Student arrival
7:55	Student pick up
8:00	School begins
8:05	Breakfast in the classroom
9:01	Recess
11:10	Lunch
12:30	Dismissal

Cover Sheet

CNCA Employee Handbook- Revision- Included Indigenous Peoples Day

Section: III. Consent Agenda
Item: D. CNCA Employee Handbook- Revision- Included Indigenous Peoples Day
Purpose:
Submitted by:
Related Material: 2021-2022 CNCA Employee Handbook - 9.15.21.pdf



Camino
Nuevo
Charter
Academy

CAMINO NUEVO CHARTER ACADEMY

Employee Handbook



Excellence

We take responsibility for our students and staff achieving consistently outstanding results



Equity

We recognize and value the individuality and experiences of all students and respond to their unique academic, emotional, psychological, and social needs.



Community

We are rooted in our community's richness and in the cultural and environmental context where our students and families live



Innovation

We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work



Joy

We build and maintain positive relationships that foster happiness and fulfillment among students staff and families.

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MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

Dear Camino Nuevo Team Members,

Thank you for choosing to be a part of our team.

Working here means being part of a close-knit community of leaders, teachers, and support staff members who are striving to deliver a life-changing education for kids. It also means that you are committed to your own growth and that of your colleagues.

At Camino Nuevo Charter Academy, we aim to maintain an excellent standard of care and service for our students and families by creating an environment where every member supports and invests in each other.

Thank you for creating an environment that is safe and welcoming for everyone and for taking responsibility to ensure that our students succeed. I look forward to seeing you grow in your role and to the many meaningful ways that you will contribute to our mission and goals.

Welcome aboard!

Adriana Abich

Chief Executive Officer

Camino Nuevo Charter Academy

I. CNCA MISSION STATEMENT AND ANCHOR VALUES

The Mission of Camino Nuevo Charter Academy (CNCA) is to educate students in a college preparatory program to be literate, critical thinkers and independent problem solvers who are agents of social justice with sensitivity toward the world around them.

Anchor Values:

- Excellence: We take responsibility for our students and staff achieving consistently outstanding results.
- Equity: We recognize and value the individuality and experience of all students and respond to their unique academic, emotional, psychological, and social needs.
- Community: We are rooted in our community's richness and in the cultural and environmental context where our students and families live.
- Innovation: We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work.
- Joy: We build and maintain positive relationships that foster happiness and fulfillment among students, staff and families.

II. CNCA HISTORY

Camino Nuevo Charter Academy is an independent network of charter schools that were founded in August 2000 by Pueblo Nuevo Development, a nonprofit community development corporation in the MacArthur Park neighborhood, west of downtown Los Angeles. The MacArthur Park neighborhood is one of the poorest and most densely populated neighborhoods in Los Angeles. In 1992, Philip Lance, an Episcopal Minister, began working with residents of the community to find ways to address the severe economic and social problems in the area. Over the past 10 years, several organizations and businesses have grown out of this effort, including a thrift store, a worker-owned janitorial company, a non-profit community development corporation, a free health clinic, charter schools and a preschool. Together, these organizations are providing children with outstanding and enriched educational opportunities as well as revitalizing this urban neighborhood and making it a safe and healthy place to live.

Charter schools are public schools funded by the State of California. They are chartered by local school districts, designing their own instructional program and making their own decisions regarding all operating matters.

Over the last fourteen years, CNCA has expanded to include one pre-k, four k-8 campuses, and one high school campuses. To date, CNCA serves approximately 3,100 students in the Greater McArthur and Echo Park communities of Los Angeles.

III. DESCRIPTION OF HANDBOOK

Camino Nuevo Charter Academy has prepared this handbook to provide employees with an overview of the organization's policies, benefits, and procedures. It is intended to familiarize employees with important information about the organization, as well as information regarding their own rights and responsibilities. It is important that all employees regularly read, understand, and follow the provisions of the handbook as it may be amended from time to time by CNCA. This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your principal or the Human Resources Department will be happy to answer any questions you may have.

Please note that written employment contracts between Camino Nuevo Charter Academy and some employees may supersede some provisions of this handbook. Any conflicting provisions of the CNCA/CNTA Collective Bargaining Agreement supersede these policies.

We expect each employee to read this handbook carefully, as it is a valuable reference for understanding your terms of employment with CNCA.

The Following Provisions Apply To All CNCA Employees Who Are Not Members Of The Certificated Bargaining Unit.

Except for the policy of at-will employment, which can only be changed by the CEO in writing, CNCA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. All such revisions, deletions, or additions must be in writing and must be signed by the CEO of CNCA. No oral statements or representations can in any way alter the provisions of this handbook.

None of CNCA's personnel documents and benefit plans, including this employee handbook, constitutes, or is intended to constitute, an expressed or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--expressed or implied--which changes or alters the at-will employment relationship. Only the CEO has the authority to enter into an employment agreement that alters the at-will employment relationship, which is binding only if it is in writing. All contracts will be reviewed on an annual basis by the Principal/Supervisor and the CEO.

All CNCA Employees

This employee handbook is the property of CNCA. All rights are reserved. No part of this employee handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the CEO.

Not all CNCA policies and procedures are set forth in this employee handbook. We have summarized only some of the more important ones. If you have any questions or concerns about the policies in this handbook or any other policy or procedure, please direct them to your Principal, or the Human Resources Department.

IV. FOREIGN LANGUAGES

Camino Nuevo Charter Academy wants all employees to understand and comply with the policies in this handbook. If you have a problem understanding the handbook because of an inability to read or understand English, please let your supervisor or the Human Resources Department know. We can provide you with assistance to understand the information included in this document. If you fail to request assistance, we will assume that you fully understand the handbook.

Camino Nuevo quiere que todos sus empleados entiendan y cumplan con las pólizas de este manual. Si usted tiene dificultad entendiendo este manual ya sea por su inhabilidad de leer o entender el idioma inglés, por favor infórmele a su supervisor o al Departamento de Recursos Humanos. Nosotros le podemos ayudar a entender la información en este documento. Si usted falla en pedir ayuda, nosotros asumiremos que usted entiende en su totalidad el contenido de este manual.

V. EMPLOYMENT RELATIONSHIP

A. EMPLOYMENT RELATIONSHIP

Camino Nuevo Charter Academy anticipates that every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. The employment relationship between CNCA and teachers in the bargaining unit is governed by the terms of individual teacher contracts and the CNCA/CNTA Collective Bargaining Agreement.

All CNCA Employees Who Are Not Members of the Certificated Bargaining Unit

The employment relationship is terminable at-will, at the option of any employee or the employer. Unless you are employed under a written employment contract, employment at CNCA can be terminated at any time, with or without cause or notice. Moreover, no one in the organization, other than the CEO, has the authority or legal ability to modify the at-will nature of the employment relationship. Employment of any set duration can only be made by a written employment agreement signed by the Principal, the CEO and you. Any individual employment contract will generally be made on a school year basis, with review and consideration for renewal at the end of that school year. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and CNCA, related to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with CNCA may be modified at the sole discretion of CNCA with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the type of terms and conditions of employment that are within the sole discretion of CNCA include, but are not limited to: promotion; demotion; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; or any other terms and conditions that CNCA may determine to be necessary for the safe, efficient, and economic operation of the school.

B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Camino Nuevo Charter Academy is an equal employment opportunity employer and makes employment decisions on the basis of merit. CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in section 422.55 of the penal code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

Prohibited discrimination consists of adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges or employment based on any of the prohibited categories of discrimination listed above.

Prohibited discrimination based on the religious creed of an employee or job applicant includes any unlawful discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement.

Prohibited discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions.

Harassment consists of unwelcomed verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance,

or creates an intimidating, hostile or offensive work environment.

CNCA is committed to complying with all applicable laws providing equal employment opportunities and prohibits unlawful discrimination by an employee of CNCA, including supervisors and coworkers. Employees are required to report every instance of unlawful discrimination to their supervisor or the principal. Retaliation for filing a complaint on participating in the complaint process is prohibited. Any supervisor or employee who retaliates against the complainant or those involved in the investigation will be disciplined, up to and including dismissal. Employees who have engaged in prohibited discrimination will be subject to appropriate disciplinary action, up to and including dismissal.

CNCA will attempt to reasonably accommodate any qualified individual with a known physical or mental disability, unless doing so would create an undue hardship on the school. As part of its commitment to make reasonable accommodations, CNCA participates in a timely, good faith, interactive process with disabled applicants or employees. Applicants and employees are invited to identify any functional limitations and participate in an interactive process to assist them in performing the essential functions of the position. The purpose of this process is to first identify the applicant's or employee's functional limitations, and then to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees requesting a reasonable accommodation should contact the Human Resources Department as soon as possible to request the opportunity to participate in a timely interactive process.

Complaint of unlawful discrimination should be submitted in writing to the Principal or Human Resources Department. Complaints should be specific and include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. CNCA will not retaliate against employees for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

VI. COMMENCING EMPLOYMENT

A. BACKGROUND CHECKS

Camino Nuevo Charter Academy recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, who do not present a risk of harm to students, coworkers or others. CNCA will perform applicant background checks and employee investigations as required by

Education Code section 47605 [b][F], which states that “each employee of the school will furnish the school with a criminal record summary”.

As required by California and federal law, all employees and volunteers must have Live Scan fingerprint clearance on file with CNCA **PRIOR** to first day of work. Live Scan fingerprint clearance will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve the handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any information obtained by CNCA may be taken into consideration in evaluating your suitability for employment, promotion, reassignment, or retention as an employee.

For additional information on fingerprinting please contact the Human Resources Department.

B. TUBERCULOSIS TESTING

Camino Nuevo Charter Academy requires that all employees and volunteers be tested for tuberculosis in accordance with Educational Code 49406 [a][h] which states in part that no person shall “be initially employed by a school district or employed under contract in a certificated or classified position unless the person has submitted to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he or she is free of infectious tuberculosis, by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code...” A person previously employed by another school or school district shall be deemed to meet the requirements if that person produces a certificate which shows that he or she was examined within the past four years and was found to be free of infectious tuberculosis.

All employees shall be required to submit to a tuberculosis risk assessment at least every four years, unless they have previously tested positive and have an X-ray result on file with the school. All volunteers will be required to submit to a Tuberculosis risk assessment every two years, unless they have previously tested positive in which case they will be required to submit to a test every four years.

C. VERIFICATION OF STATUS

The employer is required by existing federal laws to verify the identity and legal eligibility of all individuals to work before they can be hired. In keeping with this obligation, documentation that shows each person’s identity and legal authority to work must be verified. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification must be completed no more than three business days after an offer of employment is made but prior to the first day of work. All offers of employment and continued employment for a position in

the United States are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

D. EMPLOYMENT STATUS

(Applies to employees who are not members of the Certificated Bargaining Unit)

Employees at Camino Nuevo Charter Academy are classified as full-time nonexempt, part-time nonexempt, temporary, exempt, or substitute.

1. Full-Time Employees

Full-time employees are defined as those employees who are scheduled for and do work 36 hours or more consistently per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Following the completion of the 90-day introductory period, regular full-time employees are eligible for applicable employee benefits. All full-time employees will become eligible for medical benefits the first of the month following one month of employment. Full-time employees may work only during the academic year or during the calendar year.

2. Part-Time Employees

Part-time employees are defined as those employees who are scheduled to and do work fewer than 36 hours per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees may work only during the academic year or during the calendar year. Part-time employees working 30 or more hours per week will become eligible for medical benefits the first of the month following one month of employment.

3. Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of 180 days or fewer. Temporary employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt, depending on the basis of job duties and compensation. Temporary employees working 30 or more days will be provided 48 hours of paid sick leave per year.

Camino Nuevo Charter Academy may offer benefits to full-time temporary employees who accept an interim assignment that is a minimum of three (3) months. All full-time temporary employees will become eligible for medical benefits the first of the month following one month of employment.

4. Exempt Employees

Exempt employees are those whose job assignments meet the federal requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not

eligible for overtime pay. Generally, certificated, confidential, administrative, computer, and professional employees are considered exempt. Your supervisor will inform you if your status is exempt. Exempt employees may work only during the academic year or during the calendar year.

Those employees working less than 100% of a full-time schedule will receive all applicable benefits at a pro-rated amount proportionate to their primary work schedule. Exempt employees will become eligible for medical benefits the first of the month following one month of employment.

5. Substitute Employees

Substitute employees are considered “on call” and therefore positions do not exist for substitute employees. Persons employed to work “on call” for a standard work day or a short period of time as a replacement for an employee’s absence or on an approved short-term or long-term leave will be classified as a substitute employee. Substitute employees are not eligible for benefits, except as required by applicable law. Substitute employees working 30 or more days will be provided 48 hours of paid sick leave per year. Substitute employees may only work during the academic year or during the calendar year.

E. INTRODUCTORY PERIOD

(Applies to employees who are not members of the Certificated Bargaining Unit)

The introductory period for all employees, classified or certificated, is the first thirty (30) days of continuous employment at Camino Nuevo Charter Academy. During this time, you will learn your job duties and responsibilities, get acquainted with your colleagues, and determine whether your position is a match. During this time, your supervisor will closely monitor your performance.

Upon completion of the introductory period, CNCA will review your performance and determine whether your performance is satisfactory enough to continue your employment. At this time, if appropriate, you will be advised of any performance improvements expected from you in moving forward. At that time, you may express suggestions to improve CNCA’s efficiency and operations. Completion of the introductory period does not entitle you to remain employed by CNCA for a definite period of time, but rather allows both you and CNCA to evaluate whether or not you are a right fit for the position.

During the introductory period, the employee may receive professional development and peer mentoring, where appropriate. An employee on an introductory status will receive feedback from the Principal or supervisor regarding their progress no later than 120 days from the first day of work. Notwithstanding this introductory period, CNCA may terminate an employee prior to the end of the 120-day period, consistent with any contractual rights.

After completion of the introductory period, eligible employees will receive current, applicable CNCA benefits. Medical benefits, however, will become effective the first of the month following one month of employment.

VII. PAYROLL

A. WORKING HOURS & SCHEDULE

Camino Nuevo Charter Academy hours of school operation are 7:00 a.m. to 6:00 p.m. Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Classified and all other staff members will be assigned a work schedule during the hours of school operation. Please note, schedules may vary depending on whether you work during the academic year or a full calendar year. Your supervisor will assign your individual work schedule. In order to accommodate the needs of our organization, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, prepared to assume their responsibilities.

If you need to modify your schedule, you must request the change with your supervisor or principal in a timely manner. All schedule changes or modifications must be approved by your supervisor or Principal. It is not acceptable to modify your work schedule without prior approval. For example, if you arrive 15 minutes late to work and continue working 15 minutes beyond your scheduled time to make up the tardy without obtaining approval from your supervisor first or vice versa, you are violating this policy. Such unapproved changes in schedules will be subject to disciplinary action up to and including termination of employment.

CNCA provides non-exempt employees with 10-minute paid rest breaks as required by California law. Non-exempt employees receive one rest break for each four-hour work period or a "major fraction" of a work period (i.e. greater than two hours). However, any non-exempt employee who works less than 3½ hours in a day is not eligible to take a rest break. The number of breaks received is as follows:

- Non-exempt employees who work between 3½ and 6 hours are entitled to one rest break.
- Non-exempt employees who work more than 6 and up to 10 hours are entitled to two rest breaks.
- Non-exempt employees who work more than 10 and up to 12 hours are entitled to three rest breaks.

A rest break is paid time when you are relieved of all work duties and responsibilities, although you must remain on the facility premises. Rest breaks may not be combined, added to a meal period, or taken at the very beginning or very end of the day, unless you receive advance permission from your supervisor. Insofar as practicable, rest breaks should be in the middle of each work period.

CNCA also requires its employees in non-exempt positions to take a mandatory unpaid, uninterrupted meal break in accordance with California law. A meal break is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. All employees may leave the premises during meal breaks, if they choose to do so.

If non-exempt employees work more than five hours (5:01), they will be scheduled for one unpaid meal break, to begin after working no more than 5 hours (5:00). However, if the time worked is between five hours and six hours, the meal period can be waived by written mutual consent between the employee and their supervisor. The Meal Waiver form may be requested from the School Operations Manager or Human Resources. Non-exempt employees working more than 10 hours (10:01) will be scheduled for a second meal break to begin after working no more than 10 hours (10:00) of work.

Employees are expected to be punctual and adhere to their assigned work schedule. If an employee is unable to take their meal break or take it in a timely manner, the employee must notify their supervisor before or at the time the employee is unable to take the meal break. Failure to follow this notification requirement may lead to discipline at CNCA's discretion.

Supervisor's will schedule meal and rest periods in compliance with California law.

Certificated teachers are provided with at least a 30-minute lunch break as outlined in the collective bargaining agreement.

Violation of this policy is subject to disciplinary action up to and including termination of employment.

At times, emergencies such as power failures, road closings, earthquakes, fires, severe weather, pandemics, social unrest, or local & state official orders may interfere with CNCA's operations. In such an event, CNCA may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

B. CALL BACK TIME

An off- duty classified employee who is directed by CNCA to report to work outside of his/her assigned hours shall be paid for such additional hours the greater of: his/her regular pay for two hours OR pay for the amount of time required for the employee to travel to the workplace, complete the task, and return home. Call back pay shall not apply to temporary additional duties assigned immediately preceding or following the regular work day

If the required additional duty, when combined with the employee's regular CNCA responsibilities, exceeds 8 hours per day or 40 hours per week, overtime pay shall apply to the excess over 8 hours or 40 hours.

C. TIMEKEEPING PROCEDURES

Hourly and daily employees who are not members of the certificated bargaining unit are required to record their time using the electronic time clock system. In the event that the time clock system is unavailable, employees are required to manually record their time using a time sheet. Employees are expected to punch in when they report to work at the beginning of every shift and punch out promptly at the end of their shift, unless overtime work has been pre-approved by your supervisor in advance. The beginning and end of each meal period must also be recorded. Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

All hourly and daily employees are expected to record any planned absences into Paychex Flex at least three (3) days prior to the absence. Full day absences should be recorded as a full day (i.e. a 5 hour workday a employee would record 5-hours, 4 hour workday a employee would record 4-hours, etc.). Partial day absences would be recorded as a partial day (i.e. if you work 3 hours of a 5-hour shift, you would record a 2-hour absence.)

Exempt employees are required to record their attendance through Paychex Flex by reporting absences from work for reasons such as leaves of absence, sick leave, or personal business as soon as possible. When an absence is planned, such as for a scheduled medical appointment, employees are required to enter their absence(s) into Paychex Flex for approval by their supervisor at least three (3) days prior to the appointment. Full-time exempt employees should record full-day absence(s) as eight (8)-hours per day and partial day absence(s) in prorated hours. Teachers should record full day absence(s) as seven (7) hours per day and partial day absence(s) in prorated hours.

It is each employee's responsibility to review the hours in Paychex Flex and on their paystub to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will attempt to immediately correct legitimate errors.

D. OVERTIME

(Applies to employees who are not members of the Certificated Bargaining Unit)

When school needs cannot be met during regular working hours, you may be required to work overtime. All overtime work must be authorized in advance by your supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination. Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of eight hours in a workday or over 40 hours in one workweek. Non-exempt employees will be paid double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours

worked in excess of eight on the seventh consecutive day of work in a workweek. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

E. PAYMENT OF WAGES

Paydays are scheduled on the 15th and last day of the month for all employees. If a regular payday falls on a weekend or holiday, employees will be paid on the working day prior to the weekend or holiday.

If there is an error in your check, please report it immediately to your supervisor or the Human Resources Department. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization by the employee, whose name appears on the check, has been given.

Paystubs are available electronically and are available online at myapps.paychex.com For instructions on how to access Paychex Flex please contact your School Operations Manager or email CNCAHumanResources@CaminoNuevo.org.

F. SALARY PAY POLICY

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any work week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced. Please contact your supervisor or the Vice President of Human Resources for more information.

G. GIFT GIVING POLICY

The purpose of the Gift Acceptance Policy is to delineate policies and guidelines governing the acceptance of gifts by Camino Nuevo Charter Academy and to provide guidance to prospective donors when making gifts to the organization.

Although we appreciate any donor who is interested in donating a gift to our organization, Camino Nuevo Charter Academy will not engage in any of the following gift receiving practices:

- Accepting gifts that violate federal or municipal laws
- Accepting gifts that require Camino Nuevo Charter Academy to provide special consideration or treatment to any vendor, donor, entity etc.
- Accepting gifts that require Camino Nuevo Charter Academy to deviate from its normal hiring, promotion or contracting procedures
- Accepting gifts in any cash amount without first being approved by the Chief Executive Officer

- Accepting contributions in the form of property, patents, licenses, trusts, bequests, retirement plans, life insurance and securities
- Accepting gifts from organizations whose core activities may be in direct conflict with the mission of Camino Nuevo Charter Academy or which may limit our ability to provide our services

When appropriate, the Chief Executive Officer will consult with the Board of Directors regarding gifts prior to acceptance. With that said, Camino Nuevo Charter Academy respectfully reserves the right to refuse any gift it believes is not in the best interest of the organization. Additionally, Camino Nuevo Charter Academy employees may not accept any gifts on Camino Nuevo Charter Academy's behalf without the prior consent of the Chief Executive Officer. Under no circumstances shall a Camino Nuevo Charter Academy employee accept monetary gifts consisting of but not limited to gift certificates, coupons, entertainment tickets etc. from prospective vendors. The only gifts acceptable to receive without the prior consent of the Chief Executive Officer are those marginal, peripheral gifts including small food baskets or edible treats (i.e. fruit baskets, candies, pastries, etc.).

VIII. PERSONNEL

A. PERSONNEL RECORDS

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a CNCA representative at a mutually convenient time. Copies of documents in your file may be made upon payment of a copy charge. You may attach your comments to any disputed item in the file. CNCA will restrict disclosure of your personnel file to authorized individuals within CNCA. Any request for information contained in the personnel files must be directed to the Vice President of Human Resources. Only the Principal, the CEO or the Vice President of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited as provided by law.

CNCA is required by law to keep current all employees' names and addresses. Employees are responsible for notifying CNCA in the event of a name or address change.

B. EMPLOYEE REFERENCES

It is the policy of CNCA not to provide any job references for current or former employees. All employment verification requests must be directed to the Principal or the Human Resources Department. No other employee is authorized to release information for current or former employees. An employee who receives a request for any information concerning a past or present employee or a volunteer should refer the person making the request to the Human Resources Department without engaging in any "on" or "off the record" conversation about the individual. By policy, CNCA discloses only the dates of employment, and the title of the last position held by former employees. If the employee

authorizes the disclosure in writing, CNCA will also inform prospective employers of the amount of salary or wage last earned.

Strict observance of this policy is required. Any violation of this policy may result in disciplinary action up to and including possible termination.

C. CONFLICT OF INTEREST

CNCA is committed to the integrity of professional relationships among employees and students. Professional integrity promotes an environment where the CNCA Anchors of excellence, equity, community, innovation, and joy can thrive. Principles of fairness and objectivity must be honored.

It is not possible to specify all situations in which there may be a conflict of interest or appearance of unfair treatment. Examples of potential conflicts of interest may include:

Staff-student: Staff members are allowed to enroll their children/family members at any of our schools. In the event that a student matter arises, the staff member must recuse themselves from a student matter because of their personal connection to a student. A conflict of interest may be present preventing CNCA from performing its due diligence to resolve the student matter fairly.

Staff-staff:

1. Staff members may enroll their children/family members at any CNCA school, however staff members may not request that CNCA staff or colleagues perform special services for a relative student who attends any of our CNCA schools. A conflict of interest may be present by jeopardizing the staff member's credentials and creating a situation or perception of unfairness.
2. Relatives of employees may be eligible for employment with CNCA only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. CNCA defines "relatives" as spouses, children, siblings, parents, in-laws, cousins and step relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving a conflict of interest.

D. EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment with CNCA only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. CNCA defines "relatives" as spouses, children, siblings, parents, in-laws, cousins and step relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in a direct

supervisory relationship with one another or in job positions involving a conflict of interest.

E. UNLAWFUL HARASSMENT

CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

CNCA is committed to providing a work environment free of unlawful harassment. *All such harassment is unlawful* and will not be tolerated. CNCA's anti-harassment policy applies to all persons involved in the operation of CNCA and prohibits unlawful harassment by any employee of CNCA, including supervisors and coworkers. It also prohibits unlawful harassment based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. Prohibited unlawful harassment includes, but is not limited to, the following behaviors:

1. Sexual Harassment

A. Definition

State and federal laws define sexual harassment as unwanted sexual advances, unwanted requests for sexual favors, or unwanted visual, verbal, or physical conduct of a sexual nature made against another person of the same or opposite gender, in the work or educational setting, when:

- (1) Submission to the conduct is made expressly or implicitly as a term or condition of the individual's employment;
- (2) Submission to or rejection of the conduct by the individual is used as basis for employment decisions affecting the employee;
- (3) The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment; or adversely affecting the individual's evaluation, advancement, assigned duties, or any other condition of employment or career development;

- (4) Submission or rejection of the conduct by the other individual is used as the basis for any decision affecting the employee regarding benefits, services, honors, programs or activities available at or through CNCA.

Other examples of sexual harassment, whether committed by a supervisor, an employee, or a non-employee, in the work or educational setting, include but are not limited to:

1. Unwelcomed verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcomed sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions or the spreading of sexual rumors.
2. Unwelcomed visual conduct such as drawings, pictures, graffiti, gestures or sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcomed physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over or impeding normal movements

Prohibited sexual harassment includes any act of retaliation against an individual who reports a violation of the CNCA's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

B. General Provisions

1. **Sexual Harassment of and/or by Employees**
It is the policy of CNCA that all employees, as well as job applicants, must be provided a workplace environment free from unsolicited and unwelcomed sexual overtures or demands, and from other offensive conduct of a sexual nature. Further, it is the policy of CNCA that members of the community should be able to access CNCA facilities and services without fear of such conduct.
2. **Sexual or Inappropriate Conduct by Employees Towards Students**
It is the policy of CNCA that employees shall not engage in sexual or inappropriate conduct toward students, including those who are adults by age. "Sexual or inappropriate conduct" includes, but is not limited to, boundary invasion, dating, inappropriate sexual comments or innuendos, inappropriate physical contact and display or circulation of inappropriate

visual or audio material. In the employee-student context, all such employee conduct is prohibited even if student initiated or consensual. Such conduct may also violate various federal and state statutes, and may require reporting to local child protective agencies under applicable child abuse statutes. For further examples and guidance, please refer to the CNCA Staff/Student Interaction policy in the CNCA Employee Handbook.

CNCA prohibits sexual harassment of CNCA employees and job applicants. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment of a student, harassment by a supervisor, or harassment by nonemployees. It also extends to harassment of or by job applicants, vendors, interns, independent contractors, and others doing business with CNCA. CNCA also prohibits retaliatory behavior or action against CNCA employees or other persons, who complain, testify or otherwise participate in the complaint process.

CNCA shall take all actions necessary to ensure the prevention investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation.
2. Publicizing and disseminating CNCA's sexual harassment policy to staff.
3. Ensuring prompt, thorough, and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and alleged harasser and subsequent monitoring of developments.

C. Employee's Responsibility

If any employee becomes aware of any sexual harassment of another employee or a job applicant, or sexual or inappropriate conduct by an employee towards students, this information must be communicated, without fear of retaliation, immediately to the Principal or supervisor or, if the employee prefers, the Human Resources Department. If the situation warrants, the employee must make a suspected child abuse report as required by law.

Any CNCA employee or job applicant who feels that they have been sexually harassed shall immediately report the incident to the Principal, supervisor or the Human Resources Department. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Any CNCA employee who engages in sexual harassment, or who aides, abets, incites, compels or coerces another to commit sexual harassment against a CNCA employee, job applicant, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

2. Other Types of Unlawful Harassment

Camino Nuevo Charter Academy also prohibits harassment on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, or any other protected basis, includes behavior similar to sexual harassment, such as:

Verbal conduct such as threats, epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

Visual conduct such as derogatory and/or sexually-oriented posters, photographs, cartoons, drawings, or gestures;

Physical conduct such as assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;

Threats and demands to submit to sexual request as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

Retaliation for reporting harassment or threatening to report harassment.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your Principal or the Human Resources Department. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. CNCA will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

All CNCA employees must report any incidents of harassment forbidden by this policy immediately so that complaints can be resolved quickly and fairly.

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3. Camino Nuevo's Complaint Procedure

Camino Nuevo Charter Academy's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment and appropriate disciplinary action against one found to have engaged in prohibited harassment.

An employee who believes they have been unlawfully harassed or discriminated against on the job, or who is aware of the unlawful harassment of others, shall immediately notify a supervisor with CNCA, the Principal or the Human Resources Department as soon as possible. The complaint must be as detailed as possible, including the names of individuals involved, the times and places of relevant events, the names of any witnesses, direct quotations of relevant language, and any documentary evidence (notes, pictures, cartoons, et cetera).

Retaliation against any employee by another employee or by CNCA for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency is prohibited. CNCA will not knowingly permit retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

Incidents of prohibited harassment that are reported will be promptly investigated. CNCA will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s).

If CNCA determines that prohibited harassment has occurred, CNCA will take effective remedial action commensurate with the circumstances and to deter future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

4. Liability for Harassment

Any employee of CNCA who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including dismissal. Any employee who engages in prohibited harassment may be held personally liable for monetary damages. Any manager who knew about unlawful harassment and took no action to stop it or failed to report the harassment to the Principal is subject to discipline up to and including dismissal.

5. Additional Enforcement Information

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with these agencies.

For more information, contact the Human Resources Department. You may also contact the nearest office of the EEOC or the DFEH, as listed in the telephone directory.

F. STANDARDS OF CONDUCT

In order to assure orderly operations and provide the best possible work environment, Camino Nuevo Charter Academy expects employees to follow rules of conduct that will protect the interests and safety of personnel. Employees must perform their job duties in a proficient and professional manner.

Conduct rules for bargaining unit members are contained in the CNTA Agreement Article 16.

As to all other employees, the following conduct is prohibited and will not be tolerated by CNCA. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, other types of conduct that threaten security, personal safety, employee welfare, and the school's operation may also be prohibited. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, or termination of employment.

1. Unexcused and/or repeated tardiness and absenteeism;
2. Falsification of employment records, employment information, or other records;
3. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any time card, whether your own or another employee's;
4. Theft or the deliberate or careless damage or destruction of any company property, of any CNCA property, or the property of any employee or students;
5. Removing or borrowing CNCA property without prior authorization;
6. Unauthorized use of CNCA equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on school property;
8. Participating in horseplay or practical jokes on school time or on school premises at any time;
9. Engaging in criminal conduct whether or not related to job performance;
10. Causing, creating, or participating in a disruption of any kind during hours on school property;

11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward any supervisor or member of management.
12. Using abusive language at any time on school premises;
13. Failure to effectively perform job duties;
14. Failing to notify a supervisor when unable to report to work;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and lunch periods;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Unsatisfactory work performance and/or work attitude;
19. Engaging in rude or discourteous conduct towards others;
20. Failure to abide by set standards for lunch and break periods, and working unauthorized overtime;
21. Sleeping or malingering;
22. Disclosing of confidential information;
23. Making or accepting non-emergency personal calls or text messaging during instructional time, or when it would interfere with the performance of their job duties;
24. Working overtime without authorization or refusing to work assigned overtime;
25. Wearing, displaying, unprofessional, or inappropriate styles of dress or hair while working;
26. Violating any safety, health, security, or school policy, rule, or procedure;
27. Dishonesty, committing a fraudulent act or breach of trust under any circumstances;
28. Committing or involvement in any act of unlawful harassment of another individual;

29. Possessing, distributing, selling, transferring, or using--or being under the influence of--alcohol or illegal drugs while on duty, while on company property, in the presence of children, or while operating a company owned or leased vehicle;
30. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by CNCA;
31. Unprofessional conduct.

G. STAFF/STUDENT INTERACTION POLICY

EMPLOYEE/STUDENT INTERACTION

Under California law it is a crime for an adult to have any sexual relationship with a minor. In addition, California law requires "mandated reporters" to report to Child Protective Services or to law enforcement any suspected sexual assault or sexual exploitation of a minor. This includes any known sexual relationship between an adult and a minor. Therefore, any CNCA employee who reasonably suspects that an adult is having a sexual relationship with a student must report the suspicion to Child Protective Services or law enforcement immediately. Immediate reporting is crucial for the protection of the student(s) and the community as a whole.

Purpose

It is the policy of the Camino Nuevo Charter Academy (CNCA) that all school employees conduct themselves in a manner that reflects the standards consistent with the law and the policies of CNCA at all times. The purpose of this policy is to ensure all CNCA employees understand and demonstrate proper judgment observing the prohibitions in behavior which must govern their conduct; and recognize the responsibility to respond appropriately to unacceptable behavior of students and/or co-workers. Further, this policy will specify boundaries related to potentially sexual situations and conduct which is contrary to accepted behavior and in conflict with the duties and responsibilities of CNCA employees. In addition, this policy will alert all CNCA employees about sensitive problematic matters involved in employee/student relationships, provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism; and to give notice that potential improper action may have significant consequences. It is the intent and purpose of this policy to establish guidelines which should be followed by all CNCA employees when interacting with all students.

1. School instruction, counseling and other administrative tasks relating to students, which require the presence of students, should be accomplished on school premises within the normal school day.
2. Whenever it becomes necessary for a CNCA employee to meet with a student outside of the normal school day, or to conduct instruction or participate in school-related

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extracurricular activities outside of the school premises, such activities must be accompanied by the advance written approval of the School Principal and the parent/guardian of the student(s).

3. CNCA employees should only be alone with a single student as authorized by their site administrator, if it is educationally necessary, or is a requirement of that employee's position.

4. In the event a school activity requires traveling and the CNCA employee is called upon to drive or otherwise provide transportation, the activity and transportation must be approved in writing by the Site Principal and the parent/guardian prior to the required travel.

5. CNCA employees may only travel alone with a single student after acquiring written permission from the principal and the parent/guardian.

6. Any written, verbal, or electronic communications with students shall be confined to instructional assignments and requirements only, and shall comply with applicable CNCA standards of conduct.

Examples of Inappropriate Behavior

The focus of these examples is to establish general knowledge among all CNCA employees showing that trespassing beyond the boundaries of an employee/student relationship is deemed an abuse of power and a betrayal of public trust. While some situations may seem innocent, they can be perceived as flirtation or sexual insinuation from a student's or from a parent/guardian's point of view.

This policy prohibits any type of sexual relationship, sexual contact, or sexually-nuanced communication or behavior between a CNCA employee and student without regard to the student's age. This includes internet chat rooms, Facebook, Instagram or similar social media sites, cell phones, and all other forms of electronic or other types of communication. This prohibition applies to students of the same or opposite gender of the CNCA employee. It also applies regardless of whether the student or the CNCA employee initiated the sexual behavior, and whether or not the student welcomes the sexual behavior and/or reciprocates the attention.

The purpose of the following examples of inappropriate behavior is not to restrain positive employee/student relationships but to prevent relationships that could lead to, or may be perceived as inappropriate conduct, including sexual misconduct.

Not all examples of inappropriate situations can be addressed in this policy.

Unacceptable Behavior

1. Making, or participating in, sexually inappropriate comments, including double-entendre comments or sexual innuendo.
 - A. Sexual jokes, or jokes/comments with sexual double-entendre;
 - B. Kissing of any kind;
 - C. Listening to or telling stories that are sexually oriented;
 - D. Inappropriate physical contact.

2. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
 - A. Intentionally being alone with a student at or away from the site;
 - B. Except for extremely rare emergency situations, giving a student a ride to/from school or school activities without written approval from the Principal and the parent/guardian;
 - C. Giving gifts to an individual student that are of a personal and/or intimate nature;
 - D. Requesting photographs or notes from a student;
 - E. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator;
 - F. Being alone in a room with a student on CNCA property with the door closed unless authorized by the employee's administrator, is educationally necessary, or is a requirement of that employee's position;
 - G. Inappropriate or excessive, non-instructional attention toward a particular student;
 - H. Remarks about the looks, physical attributes or physiological development of anyone;
 - I. Allowing students in your home or attending non-school activities with the student without written approval from the Principal and parent/guardian and without another parent/guardian or other responsible adult present;

- J. Sending a student (s) email, text messages, or responses from social networking websites such as Facebook, Instagram, etc. that are not directly related and confined to instructional matters.

Consequences of Inappropriate Behavior

Occurrences of sexual misconduct with a student by a CNCA employee harms the student victim, disrupts the education of other students, hinders the instructional focus of the schools, and harms the reputation of CNCA. Therefore, it is of significant importance all CNCA employees learn this policy thoroughly and behave in a manner to avoid even the appearance of misconduct.

A CNCA employee who violates this policy will be subject to appropriate disciplinary action. Therefore, a CNCA employee who engages in sexual misconduct with a student becomes at risk for loss of his/her job as well as for criminal and/or civil legal actions.

This policy will be presented to and signed by all CNCA employees as part of their initial employment and on an annual basis, as part of on-going training.

H. CHILD NEGLECT AND ABUSE REPORTING

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall promptly report the instance to law enforcement.

Child abuse or neglect includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse, neglect, the willful harming or injuring of a child, or the endangering of the person or health of the child, also unlawful corporal punishment. Child abuse or neglect does not include a mutual affray between minors. Child abuse or neglect does not include an injury caused by reasonable and necessary force used by a peace officer acting within the scope and course of his/her employment as a peace officer. School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Mandated reporters in their professional capacities, or within the scope of employment, must report whenever they have knowledge of or observe a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter must make an initial report by telephone to the agency immediately or as soon as practicably possible, and must prepare and send a written follow-up within 36 hours of receiving information concerning the incident.

In the case of suspected child abuse, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a

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reasonable person in a similar position, drawing on his or her training and experience, to suspect child abuse or neglect. Reasonable suspicion does not require certainty of the occurrence of child abuse or a specific medical indication of child abuse.

Child abuse must be reported immediately by phone to the Los Angeles Police Department (911) or the Los Angeles County Department of Child and Family Services (1-800-540-4000). The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents/guardian.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School Principal, a School Counselor, coworker or other person shall not be a substitute for making a mandated report to law enforcement.

I. DRESS STANDARDS

Employees are asked to use their good judgment with regard to their dress and appearance, and are expected to present a professional image. Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, professionalism, and student interaction. Your supervisor can explain the proper dress requirements for your position.

J. COMPLAINT/GRIEVANCE PROCEDURE

The grievance procedure for CNTA bargaining unit employees is located on page 5 of the CNCA/CNTA Collective Bargaining Agreement. All other Employees who have a complaint or wish to challenge disciplinary action taken by CNCA must use the following procedures:

(1) An employee having a grievance shall present the grievance in writing to his or her Principal within 10 calendar days of the event or condition giving rise to the grievance. Failure to file a grievance in a timely manner shall be deemed a waiver of the party's rights under this procedure. The Principal shall meet with the employee and other persons as determined by the Principal. If the grievance is not resolved within 14 calendar days of receipt, by the Principal, the grievance shall be deemed denied and the employee may proceed to Step 2.

(2) If the employee is not satisfied with the response at Step 1, he/she shall notify the CEO that a grievance has been denied or unresolved by the site principal within five (5) work days of the Principals denial. The CEO will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. If not resolved, the CEO shall provide a written response within seven (7) work days of the meeting.

(3) The employee shall notify the CNCA Board of Directors, within 10 calendar days of the CEO's denial that a grievance is pending, using the Notification of Grievance Form available in the main office of all campuses and in the HR Office.

The CNCA board or its designated subcommittee shall meet within 35 days of receipt of the Notification of Grievance Form. Both parties will be given one hour each to present all arguments and documentation, including witnesses, to the Board. Failure to appear before the Board will be deemed a waiver of all rights under the grievance procedure. Alternatively, the Board may direct this matter to be heard and settled by an external arbitrator selected by the Board. If the Board chooses to hear and resolve the matter without arbitration, the Board decision is final and no further action is available under this grievance procedure. If the matter is referred to an arbitrator, the arbitrator's decision is final.

A written decision made by the Board or Arbitrator will be rendered within ten working days of the completion of the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision will be made within ten working days of the last committee hearing, or as soon thereafter as is practical.

K. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, Camino Nuevo Charter Academy will not prohibit any employee's outside employment or off-duty activities unless such activities negatively impact CNCA. For example, CNCA prohibits any illegal or immoral conduct by an off-duty employee that affects or has the potential to affect CNCA. Also, CNCA prohibits outside employment (including self-employment) **that conflicts** with employment at CNCA, impacts the employee's work performance or schedule, and/or affects the business interests of CNCA.

L. DRUG & ALCOHOL ABUSE

Camino Nuevo Charter Academy is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the school. The use of any illegal drugs, intoxicants, or controlled substances is strictly prohibited. Illicit drug use and indiscriminate alcohol consumption put everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and protect the interests of our employees, students, and CNCA, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or controlled substances at any time on CNCA premises, in CNCA vehicles, or while on CNCA business.

Violation of these rules and standards of conduct will not be tolerated. CNCA may bring the matter to the attention of appropriate law enforcement authorities.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off school property will not be tolerated because such conduct, even though off duty, reflects adversely on the school and violates Education Code. In addition, CNCA must keep people who possess controlled substances off school premises in order to keep the controlled substances themselves off the premises.

CNCA will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. CNCA is not obligated, however, to continue to employ any person who violates this policy against drugs and alcohol in the workplace.

1. Prohibited Acts

The following rules and standards of conduct apply to all employees. The following are strictly prohibited by CNCA while at work or on CNCA business:

- a. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance while on the job or on CNCA-owned or occupied premises;
- b. Driving a vehicle on CNCA business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- c. Distributing, selling, manufacturing, or purchasing--or attempting to distribute, sell, manufacture, or purchase--an illegal drug, intoxicant, or controlled substance during working hours or while on CNCA-owned or occupied premises;
- d. Testing positive on a required or requested drug or alcohol test or screen;
- e. Violating any CNCA rule or policy regarding substance abuse.

M. PUNCTUALITY & ATTENDANCE

Camino Nuevo Charter Academy expects all Employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and CNCA. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized school business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must, under all but the most extenuating circumstances, call your supervisor at least one hour before the time you are scheduled to begin working for the day. If you call less than one hour before your

scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. Not reporting to work within the first 30 minutes of your scheduled shift, without previous notification, will be considered a “no show”. An employee is considered a “no show” when they fail to report to work without previously having informed and received approval from their supervisor. A “no show” is considered an unexcused absence. Every time you are absent or late, or leave early, you must provide your supervisor with an honest reason or explanation. CNCA will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable CNCA to make a determination. You must notify your supervisor of any change in your status as soon as possible.

CNCA defines excessive absenteeism or tardiness as more than two (2) days unexcused absence or tardies in a one (1) month period or consistent unexcused absences or tardies over two months. Unexcused absences include absences requested as unpaid. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Excused absence will not count against you for disciplinary purposes. An excused absence is defined as any absence supported by a doctor’s note/certification or an approved leave of absence (jury duty, FMLA, bereavement, etc.).

If you fail to report for work without any notification to your supervisor and your absence continues for a period of (3) three days, CNCA will consider that you have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to CNCA’s operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

N. INVESTIGATIONS OF CURRENT EMPLOYEES

Camino Nuevo Charter Academy will exercise the right to perform background checks on all hired personnel prior to the first day of work. CNCA requires that all employees have fingerprint clearance on record with the California Dept. of Justice and Federal Bureau of Investigations. It is the employee’s responsibility to provide CNCA with proof that their fingerprints are on file before they begin work.

CNCA may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, CNCA will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with CNCA’s lawful efforts to obtain

relevant information, and may be disciplined up to and including termination of employment for failure to do so.

Employees with adverse background information (such as a crimination conviction) may be ineligible for employment with CNCA. In case of a prior conviction, the employee must discuss the history of the conviction with the Site Principal and the Vice President of Human Resources. The employee may be required to provide proof of an error in the official records or provide an official explanation of the nature of the offense.

O. PERFORMANCE EVALUATIONS

Administrative and Classified Staff

Performance evaluations generally are conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or promotions, or even continued employment. Salary increases and promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

Certificated Staff

For members of the bargaining unit, performance evaluations will be conducted according to the terms of the CNCA/CNTA Collective Bargaining Agreement. For all other certificated staff, evaluations will be conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your work performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee promotions or continued employment. Promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

In addition to these more formal performance evaluations, CNCA encourages you and your supervisor to discuss your job performance on an ongoing basis.

P. CONFIDENTIALITY

Information about Camino Nuevo Charter Academy, its employees, students, suppliers, and vendors is to be kept confidential and divulged only to individuals within CNCA with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by CNCA are confidential and remain the property of CNCA. Records and files are not to be disclosed to any outside party without the express permission of the Principal or Vice President of Human Resources. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information of students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding CNCA's operations, procedures, or practices. Confidential information may not be removed from CNCA premises without express authorization.

Confidential information obtained during or through employment with CNCA may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times even following termination of employment. CNCA reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of CNCA's confidentiality policies.

IX. CAMINO NUEVO FACILITIES

A. POLICIES AGAINST WORKPLACE VIOLENCE

1. Statement of Policy

Camino Nuevo Charter Academy recognizes that violence in schools is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of CNCA employees and students are paramount. Therefore, CNCA has adopted the following policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect CNCA or that occur on CNCA property or in the conduct of CNCA business off CNCA property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in CNCA operations, including, but not limited to, CNCA students, personnel, contract workers, temporary employees, and anyone else on CNCA property or conducting CNCA business off CNCA property.

Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

In addition, CNCA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits. Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor badges. Always report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our students and employees depends upon the alertness and sensitivity of every individual to potential security risks. Immediately notify your principal when known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

This policy is intended to bring CNCA into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several CNCA employees. Workplace violence may involve any threats or acts of violence occurring on CNCA premises, regardless of the relationship between CNCA and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of CNCA or that may lead to an incident of violence on CNCA premises. Threats or acts of violence occurring off CNCA premises that involve employees, agents, or individuals acting as a representative of CNCA, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of CNCA property or another employees' property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects CNCA legitimate business interests.

3. Enforcement

Any person who engages in a threat or violent action on CNCA property may be removed from the premises as quickly and safely as possible or as required, at CNCA's discretion. Employees may be required, at CNCA's discretion, to remain off CNCA premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by CNCA as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is CNCA's policy to put the person who made the threat on notice that the employee will be held accountable for their actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of CNCA should be interpreted in a manner that prevents the making of these necessary decisions.

Important Note: CNCA will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by CNCA. In making this determination, CNCA may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at CNCA.

B. OPERATION OF VEHICLES

The use of CNCA-owned or CNCA-leased vehicles and rental of vehicles for CNCA business are limited to authorized employees. These vehicles must only be used in work-related

activities and may not be used for personal business or activities without the express prior approval of management.

All employees authorized to drive a CNCA-owned or CNCA-leased vehicles or to rent vehicles for use in conducting CNCA business, must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, CNCA or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or CNCA's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated, at CNCA's discretion.

A valid California driver's license must be in your possession while operating a vehicle off or on CNCA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive too fast or recklessly.

Certain employees may drive their own personal vehicles while conducting CNCA business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven while on CNCA business. CNCA will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on CNCA business, even if driving their own personal vehicles.

C. PARKING LOT LIABILITY

Parking lot related incidences are not covered under any CNCA insurance policy. The school assumes no liability for damage to cars parked in the school parking lot at any time. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity (e.g. a ball breaking a window). In this case, CNCA will reimburse the employee up to the amount of their deductible or \$500, whichever is lesser. Otherwise, liability is as follows:

If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.

If a parent or other visitor causes damage, that individual is responsible.

If an employee causes damage, the employee is responsible.

If an unknown person causes damage and there is no witness, CNCA is not liable for the damages. The affected individual would determine if they have applicable coverage through his/her individual insurance policies.

D. EMPLOYER PROPERTY POLICY

All CNCA property--including desks, textbooks, teacher's guides and other instructional equipment, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems and other electronic equipment, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

CNCA reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of CNCA has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee and without notice to the employee.

In addition, in order to ensure the safety and security of employees and students, and to protect CNCA's legitimate business interests, CNCA reserves the right to question any employee or other individual entering onto or leaving CNCA premises.

CNCA's technical resources, such as its computer system, voice mail system, and e-mail, are provided for use in CNCA business, and are to be reviewed, monitored, and used only for business purposes, except as provided in this policy. Employee computer data, voice mail messages, and e-mail transmissions may be reviewed by the Principal or other authorized CNCA employee at any time, without notice to the employee, not necessarily in the employee's presence. Employees are otherwise permitted to use CNCA's equipment for occasional, non-work purposes with advance written permission from their direct supervisor. Nevertheless, employees have no right of privacy as to any information or file maintained in or on CNCA's property or transmitted or stored through CNCA's computer systems, voice mail, e-mail, or other technical resources. All bills and other documentation related to the use of CNCA equipment or property are the property of CNCA and may be reviewed and used for purposes that CNCA considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes both CNCA and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto CNCA's computer system, and may not copy software from CNCA for personal use. All employees must contact their systems administrator to install any software on CNCA's computer system. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of CNCA, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination of employment.

Most classrooms have been equipped with a telephone that serves as the school intercom system and can also be used in case of an emergency. The telephones are not for personal use. It is the classroom teacher's responsibility to monitor students if an emergency arises and they are allowed to use the telephone. CNCA also prohibits the use of cell phones by employees, except in cases of emergency, while on scheduled work time.

Messages stored and/or transmitted by voice mail or e-mail shall not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content includes, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, any derogatory comments regarding a protected class of persons, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, disability, or membership in any other protected class.

Terminated employees should remove any personal items at the time they leave CNCA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

E. USE OF COMPANY COMMUNICATION EQUIPMENT AND TECHNOLOGY

All CNCA owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of CNCA and are provided to the employee to carry out business on behalf of CNCA, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using CNCA owned equipment and technology. Communications made using CNCA owned communications equipment and technology are subject to review, inspection and monitoring by CNCA.

Additionally, CNCA uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or images that may be harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult sites, using a filtering system that will filter all internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the CNCA's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized CNCA employees. Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Acceptable Use Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student and Employee Acceptable Use Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the CNCA's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use CNCA's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors, nor may they use such resources for personal entertainment, shopping, or personal business.

The e-mail system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or any other protected class or political beliefs may not be displayed or transmitted. Cyberbullying is also prohibited. CNCA staff will help monitor and educate students on Cyberbullying. Cyberbullying includes the transmission of communication, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication devices. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

The e-mail system and internet access are not to be used in any manner that is against the policies of CNCA, contrary to the best interest of CNCA or for personal gain or profit of the employee against the interests of CNCA. Employees must not use CNCA's communications equipment and technology for the unauthorized disclosure, use and/or dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent using their CNCA issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

Certain employees may be furnished with CNCA owned cell phones and/or laptops, in order to conduct CNCA business while off-campus. Such employees are expected to answer their CNCA provided mobile phone or return messages the same day.

F. EMPLOYEE BLOGS AND SOCIAL MEDIA WEBSITES

If an employee decides to blog or comment on a social media website that discusses any aspect of his/her workplace activities, the following restrictions apply:

- CNCA equipment, including its computers and electronics systems, may not be used for these purposes.
- Student and employee confidentiality policies must be adhered to.
- Employees must make clear that the views expressed in their blogs or social media site are their own and not those of the CNCA.
- Employees may not use the CNCA/School logos, trademarks and/or copyright material and are not authorized to speak on behalf of the school and/or organization.
- Employees are not authorized to publish any confidential information maintained by CNCA/School.
- Employees must comply with all CNCA/School policies, including, but not limited to, rules against sexual harassment and retaliation.
- CNCA reserves the right to take disciplinary action against any employee whose blog or comment/s made on social media websites violates this or other CNCA policies.

G. OFF-DUTY USE OF FACILITIES POLICY

Employees are prohibited from remaining on CNCA premises or making use of CNCA facilities while not on duty. Employees are expressly prohibited from using CNCA facilities, CNCA property, or CNCA equipment for personal use.

H. EMPLOYEE PROPERTY

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of school property.

CNCA is not responsible for lost or stolen items belonging to employees. CNCA is also not responsible in the event of break-ins, fire, or other events which may result in damage or loss to employee property.

I. SOLICITATION & DISTRIBUTION OF LITERATURE

Camino Nuevo Charter Academy has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization, which is not related to CNCA business or which has not been pre-approved by authorized CNCA

personnel, during his or her working time or during the working time of the employee or employees at whom the activity is directed;

2. Except as allowed by the Educational Employment Relations Act, no employee shall distribute or circulate any written or printed material which has not been pre-approved by authorized CNCA personnel for distribution in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed;

3. Non-employees will not be permitted to solicit or to distribute written material for any purpose on CNCA property, except when required under California or federal law.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for CNCA; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for CNCA.

J. HEALTH & SAFETY

The health and safety of employees and others on CNCA property are important to CNCA. We strive to attain the highest possible level of safety in all activities and operations. CNCA will comply with all health and safety laws applicable to our school.

All employees are responsible for their own safety, as well as that of others in the workplace. CNCA must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on CNCA's premises, or in a product, facility, piece of equipment, process, or business practice for which CNCA is responsible, bring it to the attention of your supervisor or the Principal *immediately*. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Principal regarding the problem.

Periodically, CNCA may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines since strict compliance will be expected. Contact your supervisor for copies of current rules and guidelines. Failure to comply with rules and guidelines regarding health and safety or work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported. In compliance with California law, and to promote the concept of a safe workplace, CNCA maintains an Injury and Illness

Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in office.

In compliance with Proposition 65, CNCA will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

K. SMOKING

Smoking is not permitted in any area, within 100 yards of the School.

X. BENEFITS

A. HOLIDAYS

For employees who are not members of the certificated bargaining unit, Camino Nuevo Charter Academy observes the following paid holidays:

- January 1 – New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- July 4th – Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Eve and Christmas Day

When a holiday falls on a Saturday or a Sunday it is usually observed on the preceding Friday or the following Monday. However, CNCA may close on another day or grant compensating time instead of closing. Holiday observance will be announced in advance.

Eligible employees begin holiday pay after completion of their introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor.

Temporary, substitute, and non-exempt part time employees working less than 30 hours per week are not eligible for holiday pay. Eligible Classified employees that have not completed their introductory period are not eligible for holiday pay. Holiday pay will be

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calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Non-exempt employees required to work on a designated holiday will receive straight time pay.

B. SHUT DOWN PERIOD

During the academic year the school will have both a winter and spring break. The school will remain open during part of the winter break. However, the school will have two shut down periods from December 24th – January 1st and the other week during spring break. Eligible administrative and classified salaried and full-time hourly staff will be given this time off with pay. Please see the Vice President Human Resources for eligibility.

Hourly full-time employees must complete their introductory period prior to being eligible for the shut-down period.

All hourly part-time seasonal and substitute staff will not receive a work schedule during the winter and spring break, unless otherwise indicated by your supervisor. Please check with your supervisor if you will be scheduled to work during that time.

C. VACATIONS

(Applies to employees who are not members of the Certificated Bargaining Unit)

Full-time employees consistently working 36 hours or more per week are eligible for paid vacation. Classified salaried and full-time employees do not accrue vacation time during the introductory period.

Part-time employees working less than 36 hours, Temporary Employees, Substitutes and Teachers do not qualify for paid vacation time.

Eligible full-time employees shall begin accruing paid vacation time after their introductory period at a rate of 6.67 hours per month. Each year a total of 10 vacation days will accrue, with a maximum of 240 hours (30 days) that can be accrued at any time. Vacation may be carried over to the next calendar year, providing the amount of time has not exceeded the 240-hour maximum.

Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. Employees will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year-end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

Employees are encouraged to take their accrued vacation each year. You must request vacation as far in advance as possible, but at least 15 days prior to the intended vacation days. Vacations will be scheduled so as to provide adequate coverage of job and staff

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requirements. The Principal will make the final determination in this regard. Vacation may not be taken without at least 15 days approval from your supervisor.

Exempt employees must use vacation for otherwise unexcused absences from work for a day or more. Nonexempt employees must use vacation for otherwise unexcused time away from work during their regularly scheduled hours. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Terminated employees shall receive pay for unused vacation time. Unused vacation time is paid out at the employee's regular pay rate at the time of termination.

D. INSURANCE BENEFITS

1. Medical Insurance

(Applies to employees who are not members of the Certificated Bargaining Unit)

Camino Nuevo Charter Academy provides a comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Full-time employees may be eligible for medical insurance coverage under CNCA's policy. Part-time employees working 30 hours or more per week may also be eligible for medical insurance coverage under CNCA's policy. All eligible employees qualify for medical coverage the first of the month following 30 days of employment. If eligible, as part of the compensation for health insurance CNCA will allow a monthly benefit allowance of \$350 for single, full time, eligible employees, \$475 for single, full time, eligible employee and spouse (or dependent), and \$600 per full-time, eligible employee and their family. If costs exceed this cap, deductions will be made from employee's pay to cover ½ the excess costs. Part-time exempt and part-time certificated employees will receive a benefit allowance at a prorated amount based on the percentage of time worked. The Medical insurance coverage is a benefit provided by CNCA. Employees should consult the Benefit Plan Summary for complete information about eligibility and the details of CNCA's medical insurance plans. Copies of the Plan Document and Summary description are available in the Human Resources Department.

Full time, eligible employees who waive all health and welfare benefits will be entitled to a \$1,000 payout at the end of the fiscal year. Full time, eligible employees who waive medical benefits, but accept vision and/or dental insurance will receive an allocation in the amount of \$1,000 minus the total cost of benefits received.

2. Disability Insurance

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury unrelated to your employment at CNCA or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit

amount. Specific rules and regulations governing disability are available from the main office.

3. Unemployment Compensation

Camino Nuevo Charter Academy contributes to the Unemployment Insurance Fund on behalf of its employees.

4. Social Security

Non-certificated and some certificated staff are legally required to make contributions into social security. CNCA matches each employee's social security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the social security laws.

5. State Teachers Retirement (STRS)

State law requires that all teachers deposit a percentage of their pre-tax salary in the STRS retirement system. An employer contribution is made by CNCA. Contributions are subject to rate change. For additional information on the STRS program you may call STRS directly at (800) 228-5453.

6. California Public Employees Retirement System (CalPERS)

Full time non-certificated employees are required to participate in the CalPERS program. Employees contributing to CalPERS will deposit a percentage of their pre-tax earnings as a condition of employment. An employer contribution is made by CNCA. Contributions are subject to change. For additional information you may contact PERS at (800) 228-5453.

7. Workers' Compensation

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits, which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- a. Report any work-related injury to your supervisor immediately.
- b. Complete a written claim form and return it to the Principal.
- c. Seek medical treatment and follow-up care if required.

E. SICK LEAVE

Camino Nuevo Charter Academy provides paid accrued sick leave to all eligible employees for periods of temporary absences due to illness, including mental health, injury, etc. Sick leave may only be taken for an employee's own illness, including mental health or injury, or that of an employee's immediate family member.

Sick leave taken to care for a family member such as a parent, child, or spouse is limited to one-half the employee's annual accrual of sick leave. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave.

A employee requesting the use of sick leave for an extended period of time to care for a member of the immediate family must, prior to beginning the leave, provide written verification from the immediate family member's treating physician. The medical certification should certify that because of the immediate family member's serious illness or injury, it is necessary for the employee to be absent from work in order to provide care. The verification must state the probable duration of the need for the employee's care for the immediate family member's condition, the dates the patient was or will be treated for the condition, and whether the need for care by the employee is continuous or intermittent. Such request and verification shall normally be provided 10 work days prior to the beginning of the employee's absence to allow the CEO, or designee an opportunity for review and approval of the request. In the event of a verifiable emergency, written verification shall be provided within 10 days to CEO, or designee.

Certificated, full-time, part-time classified, and substitute employees accrue sick leave in accordance with the schedule below.

Upon hire, eligible full-time employees shall receive 7.28 hours of sick leave. After the introductory period, sick leave will accrue at a rate of 7.28 hours per month, up to a maximum of 11 days per year. Eligible part-time employees working less than 36 hours per week (but more than 30 hours) will accrue sick time on a pro-rata basis according to the hours worked. The amount of sick time accrued cannot exceed the 45-day maximum. **Employees will not be paid for unused sick leave.**

Eligible classified part-time employees working less than 30 hours per week will be eligible to receive 48 hours of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Eligible certificated full-time teachers on teacher contracts shall accrue and use sick leave as outlined in the collective bargaining agreement.

Other eligible certificated full-time employees (non-teachers) shall also receive 7.28 hours of sick leave upon hire. After the introductory period, sick leave will accrue at a rate of 7.28 hours per month up to a maximum of 11 days per academic year. Certificated part-time employees shall accrue sick leave on a pro-rata basis according to their schedule. Certificated employees (non-teachers) may carry over their unused sick leave to the next academic year. The amount of sick time accrued cannot exceed the 45-day maximum. **Employees will not be paid for unused sick leave.**

Substitute Teachers will be eligible to receive 48 hours of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Certification by your health care provider is required for absences of three or more consecutive workdays. However, CNCA may also request such certifications in situations where it is determined that it is warranted, such as for absences immediately before or after a holiday, furlough day, student break, or shut down; when unexcused absences become excessive and/or a pattern of poor attendance exists that is disruptive the operation of a school and/or affecting job performance. CNCA reserves the right to require a satisfactory statement of a health care provider whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a statement which verifies that an injury or disability existed, its beginning and ending dates, and/or the employees ability to return to work without presenting an immediate and significant risk to their own health or safety or the health or safety of others. It is your responsibility to apply for any disability benefits for which you may be eligible for as a result of an illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which you qualify.

Sick leave used immediately before or after a holiday, student break, or vacation period impacts student learning and job performance. Such absences may require medical certification. Sick leave may not be used during holidays, vacation, or hours of work outside an employee's regular schedule. Sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation. Any misuse of sick time by an employee will result in disciplinary action including termination of employment. Employees will not accrue sick leave during unpaid leaves of absence.

Employees may request to donate accrued sick leave for other staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days an employee may donate or receive in one calendar year is 5 (five) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this policy.

Donated sick days can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Employees who wish to donate sick leave days must complete and submit a “Request to Donate Sick Leave” form to the HR Department. The approval of donated or requested sick time will be at the sole discretion of the CEO.

F. LEAVES OF ABSENCE

This section F does not apply to members of the certificated bargaining unit, whose leave of absence privileges are addressed in the collective bargaining agreement.

1. General Provisions

Camino Nuevo Charter Academy may grant a leave of absence in certain circumstances. You should notify your supervisor and/or Principal in writing as soon as you become aware that you may need a leave of absence. A Leave of Absence form will be provided by the Department of Human Resources at the request of the employee. CNCA will consider your request in accordance with applicable law and CNCA's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including staying in communication with your supervisor or the Principal during your leave, and giving prompt notice if there is any change in your return date.

Employees granted a medical leave of absence must exhaust all available sick leave, up to a maximum of two (2) weeks, prior to unpaid time off.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at CNCA. Benefits, such as vacation and holidays, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

CNCA may suspend or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to CNCA's attention during the leave. If any action is suspended during the leave of absence, CNCA reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to CNCA's expectations and to observe all CNCA policies, rules, and procedures.

2. Family and Medical Leave

Camino Nuevo Charter Academy will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that

provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Please contact your supervisor as soon as you become aware of the need for a family and medical leave. The following is a summary of the relevant provisions.

a. Employee Eligibility

To be eligible for family and medical leave benefits, you must: (1) have worked for CNCA for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months, and (3) work at a facility that employs at least 50 employees within a 75 mile radius.

Eligible employees may take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse or domestic partner, child, ~~or~~ parent, grandparent, grandchild, or sibling) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave. Please review the pregnancy disability leave policy below and notify your supervisor or the Principal if you need leave due to your pregnancy.

Certain restrictions on these benefits may apply.

b. Notice & Certification

If you need family and medical leave, you may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
3. Periodic re-certification;
4. Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt CNCA's operation.

c. Compensation During Leave

Family and medical leave is unpaid. CNCA requires you to use all available sick leave, up to a maximum of two (2) weeks, prior to unpaid time off. You may also elect to use vacation to cover some or all of the family and medical leave. The use of paid time off runs concurrent with and does not extend the length of a family and medical leave.

d. Benefits During Leave

Camino Nuevo Charter Academy will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on family and medical leave but you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. Please contact your supervisor or the Department of Human Resources for further information.

e. Job Reinstatement

Under most circumstances, upon return from family and medical leave, you will be reinstated to your previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family and medical leave, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on family and medical leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

If you are returning from family and medical leave taken for your own serious health condition, but you are unable to perform the essential functions of your job because of a physical or mental disability, CNCA will attempt to reasonably accommodate you. Your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

3. Pregnancy Disability Leave

a. Employee Eligibility

Camino Nuevo Charter Academy will grant an unpaid pregnancy disability leave if you are disabled because of your pregnancy, childbirth, or a related medical condition.

b. Leave Available

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take leave necessitated by your condition and verified by your physician's note, usually for a period of up to a four month leave. As an alternative, CNCA may transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

c. Notice & Certification Requirements

You must provide CNCA with reasonable advance notice of your need for a pregnancy disability leave. In addition, you must provide CNCA with a health care provider's statement certifying the last day you can work and the expected duration of your leave.

d. Compensation During Leave

Pregnancy disability leaves are without pay. However, you must utilize accrued sick time up to a maximum of two (2) weeks, prior to unpaid time off. You may also elect to use any other accrued paid time off during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that you may receive. At no time will you receive a greater total payment than your regular compensation.

e. Benefits During Leave

If you are also eligible for federal or state family and medical leave, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave. If you are not eligible for family and medical leave, you will receive continued paid coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on pregnancy disability leave but you do not receive continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of

the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

f. Reinstatement

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, CNCA will attempt to accommodate you.

4. Workers' Compensation Disability Leave

a. Employee Eligibility

Camino Nuevo Charter Academy will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, CNCA may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

b. Notice & Certification Requirements

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor. You must also provide CNCA with a health care provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

c. Compensation During Leave

Compensation for lost earnings due to a workers compensation disability leave will be paid by the company's workers' compensation insurance carrier according to California law. You may also utilize accrued sick time and any other accrued paid time off during the leave, to supplement any workers' compensation benefits, state disability, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

d. Benefits During Leave

If you are eligible for family and medical leave under the federal or state family and medical leave laws, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following your workers'

compensation disability leave. If you are not eligible for family and medical leave, you will receive continued coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

e. Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, CNCA will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

5. Military Leave (Active and Reserve Service)

Unless otherwise required by law, this leave is without pay. It is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You must bring your military service orders to the Principal for review upon receipt prior to commencement of the leave.

6. Civil Air Patrol Leave

Members of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol are entitled to up to ten (10) days of leave per year. The Leave for a single emergency mission cannot exceed three (3) days, unless the emergency is extended by the entity in charge of the operation and the V.P. of Human Resources approves the leave extension.

The leave is unpaid, however, employees taking this leave may use all accrued vacation.

Employees will be reinstated to the position they held when the leave began or to an equivalent position. Health benefits, if applicable, will be maintained during the leave at the employee's expense.

7. Organ & Bone Marrow Leave

Organ donors shall be provided a leave of absence of up to thirty (30) business days in any one-year period. Bone marrow donors shall be provided a leave of absence of up to five (5) business days in any one-year period, calculated from the date the employee's

leave begins. In both cases, the employee must take the leave to donate an organ or bone marrow to another person. Written verification of the need for donation must be provided and must include the employee is the bone marrow or organ donor and that the donation is medically necessary.

Employees who request this leave must take up to five days of accrued paid sick or vacation time. An employee requesting leave for organ donation is required to take up to two weeks of accrued paid sick or vacation time if available.

Health benefits, if applicable, will be maintained for the full duration of the leave in the same manner that the coverage would have been maintained if the employee had been actively working.

Employees will be reinstated to the position they held when the leave began or to an equivalent position.

G. OTHER TIME OFF

1. Personal Leaves of Absence

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of CNCA. A request for a personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that CNCA does not guarantee reinstatement following a personal leave. However, CNCA will offer employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

2. Disability Leave

Consistent with state and federal disability laws, CNCA may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. CNCA may require employee's to provide additional information and/or documentation in order to determine whether to provide the accommodation.

CNCA will not grant a leave of absence as a form of accommodation where the absence will cause an undue hardship.

3. Funeral or Bereavement Time Off

Any employee may take up to three consecutive workdays off with pay within 30 days following the death of an immediate family member of the employee's or the employee's current spouse. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than 40 hours per week. Immediate family member means a parent, child, sister, brother, grandparent, grandchild (including step or foster

relationships), or any other relative living in the immediate household of the employee. The Principal or supervisor may also approve additional unpaid time off.

4. Civic Duty Time Off

Camino Nuevo Charter Academy encourages employees to serve on jury or witness duty when called. It also understands that, if an employee is the unfortunate victim of domestic violence, that employee may need to take time from work to appear in court in an effort to obtain relief from such violence. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. If you need time off to obtain relief from domestic violence, you must give your supervisor reasonable notice that you are required to appear in court. If the appearance in court is unscheduled or an emergency appearance, advance notice is not required, but you may be required to provide evidence from the court within a reasonable time after your appearance that shows you appeared in court.

Nonexempt employees will receive full pay while serving up to five days of jury or witness duty or for taking up to five days off to appear in court in an effort to obtain relief from domestic violence. Exempt employees will receive pay for up to five days of absence due to jury or witness duty or due to appearing in court to obtain relief from domestic violence. Any additional time off will be without pay. Any mileage allowance, fee, et cetera, paid for jury or witness duty will be credited against any payments made by CNCA. Verification from the court clerk of having served may be required. On the days you take off from work to perform jury duty, witness duty, or to obtain relief from domestic violence, you will be expected to return to work for the remainder of your work schedule if time permits.

5. Voting Time Off

If you cannot vote in a statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. CNCA will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice to the Principal of the need to have time off to vote and must give at least three (3) days' notice when possible.

6. Time Off for Volunteer Firefighters

A registered volunteer firefighter who would like to perform emergency duty during work hours must notify his or her supervisor and the Principal in advance of their status as such a volunteer, and shall provide written certification of such status. Also, please alert your supervisor before leaving CNCA premises when summoned for emergency duty. All time off to serve as a volunteer is unpaid.

7. Time Off to Attend School Activities

If you are a parent, guardian, or grandparent with custody of a child in kindergarten, grades 1-12, inclusive, or a licensed day care center and you wish to take time off to visit your child's school for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each calendar year), per child, provided you give reasonable notice to the Principal of your planned absence. Employees wishing to take leave for a child's school activities must utilize their existing vacation time in order to be paid by the school. Employees who do not have vacation time available will take the time off without pay. CNCA requires documentation from the school noting the date and time of your visit.

If both parents of a child work for CNCA, only one parent--the first to provide notice--may take the time off, unless CNCA approves both parents taking time off simultaneously.

You may also be granted time off to attend a school conference involving the possible suspension of your child. Please contact your supervisor if time off may be needed for this reason.

8. Time Off for Adult Literacy Programs

Camino Nuevo Charter Academy may make reasonable accommodations for any employee who reveals a literacy problem and requests that CNCA assist in enrolling in an adult literacy program, unless undue hardship to CNCA would result.

CNCA may also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

CNCA will take reasonable steps to safeguard the privacy of any employee who identifies as an individual with a literacy problem. Any employee who wishes to identify as an individual with a literacy problem may contact the Principal directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While CNCA generally encourages employees to improve their literacy skills, CNCA will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use vacation pay to make up for work that is missed to attend literacy classes.

9. Lactation Accommodation

CNCA recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location for any employee who wish to express breast milk.

CNCA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. This break time will run

concurrently with any break time already provided to the employee, if possible. CNCA will make reasonable efforts to ensure the employee can express milk in a private room that is not a bathroom, has a door that locks, and is in close proximity to the employee's work area.

Pursuant to California Labor Code Section 1031, CNCA shall provide an employee with the use of a room or other location for the employee to express milk in private. The lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. The lactation room or location may include an employee's private office if it otherwise meets the requirements of a lactation space.

The lactation room or location shall comply with all of the following requirements:

- 1) Be safe, clean, and free of hazardous materials, as defined in California Labor Code Section 6382.
- 2) Contain a surface to place a breast pump and personal items.
- 3) Contain a place to sit.
- 4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

CNCA shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the unit member or employee's workspace. If a refrigerator cannot be provided, CNCA may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Flexible Break Times

Employees who are breast-feeding or expressing breast milk are entitled to request a lactation accommodation and must be provided reasonable break times for breast-feeding or expressing breast milk throughout the day. Pursuant to labor code 1030, break times shall, if possible, run concurrently with any break times already provided to the employee. When this is not possible, the employee will confer with their supervisor to determine an appropriate break schedule and request coverage when necessary.

Lactation Accommodation Requests and Support

Employees who would like to request a lactation accommodation should contact their

supervisor/Principal to request an accommodation. In addition, an employee may work with the Human Resources team to request support regarding lactation accommodation, including assistance with identifying a designated or appropriate space to express milk or concerns about the need for reasonable break times.

An employee's request may be provided orally, by email or in writing and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur.

CNCA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who file a complaint related to the right to a lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your right related to lactation accommodation, you have a right to file a complaint with the Labor Commissioner by calling (213) 620-6330.

XI. TERMINATION

This section XI does not apply to members of the certificated bargaining unit, whose procedures for termination are addressed in the collective bargaining agreement.

A. VOLUNTARY TERMINATIONS

Voluntary terminations result when an employee voluntarily resigns from their employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by the employee's supervisor. CNCA asks that you give at least two weeks written notice. This will provide CNCA the opportunity to make the necessary adjustments in operations. All CNCA property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment. CNCA retains the right to accept your resignation immediately and pay you the amount of straight time compensation you would have earned in place of any further performance.

B. INVOLUNTARY TERMINATIONS

An involuntary termination is initiated by Camino Nuevo Charter Academy.

C. REDUCTIONS IN FORCE

While CNCA hopes to continue growing and providing employment opportunities, business conditions, student demands, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that CNCA determines to lay off any employee or a number of employees, CNCA retains full discretion to select which employee(s) will be laid off. If restructuring

or reducing the number of employees becomes necessary, CNCA will attempt to provide advance notice, if possible, to help prepare affected individuals. While CNCA retains full discretion, some of the relevant factors might include CNCA's operational requirements and the skill, productivity, ability, and past performance of those involved.

D. SEPARATION PROCESS

After an employee terminates their employment with CNCA, either voluntary or involuntary, they must complete the separation process.

1. The first step in the separation process is to complete the separation paperwork. The separation paperwork consists of:

- a) Notice of change in relationship form – this form is used to acknowledge that both the employee and CNCA recognize that the employee's status has changed due to terminations, whether voluntary or involuntary.
- b) COBRA Election form & COBRA letter – this form is given to employees who were eligible for insurance benefits during their employment at CNCA. Employees may choose to continue their benefit coverage, at their own cost, through the COBRA plan.
- c) Exit Interview – whenever possible an exit interview will be conducted in order for the school to receive feedback and suggestion on any areas of improvement and growth or areas of strength.
- d) "For Your Benefit" booklet – this booklet is given to all employees to inform them about unemployment insurance.

2. The employee must return any school property that may have been issued to him or her during employment (i.e. keys, credit card, cell phone, etc.).

3. If the termination of employment was voluntary, employees will receive their paycheck within three days of their termination date. If termination was involuntary, employees will receive their paycheck on their termination date.



ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Camino Nuevo Charter Academy (CNCA) Employee Handbook and understand that it sets forth some of the terms and conditions of my duties, responsibilities, and obligations of employment with Camino Nuevo Charter Academy. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this handbook and to abide by the rules, policies, and standards set forth in this handbook.

Employee Signature

Date

Employee Name [printed]

Cover Sheet

Board Approved Policy: Lactation Accommodation

Section: III. Consent Agenda
Item: E. Board Approved Policy: Lactation Accommodation
Purpose:
Submitted by:
Related Material: Board Policy BP 4033 (a)- Lactation Accommodation.pdf

**Board Policy: Lactation Accommodation****Reference: BP 4033(a)
Approved:**Lactation Accommodation

CNCA recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location for any employee who wish to express breast milk.

CNCA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. This break time will run concurrently with any break time already provided to the employee, if possible. CNCA will make reasonable efforts to ensure the employee can express milk in a private room that is not a bathroom, has a door that locks, and is in close proximity to the employee's work area.

Pursuant to California Labor Code Section 1031, CNCA shall provide an employee with the use of a room or other location for the employee to express milk in private. The lactation room or location shall not be a bathroom and shall be in close proximity to the unit member or employee's work area, shielded from view, and free from intrusion while the unit member or the employee is expressing milk. The lactation room or location may include an employee's private office if it otherwise meets the requirements of a lactation space.

The lactation room or location shall comply with all of the following requirements:

- (1) Be safe, clean, and free of hazardous materials, as defined in California Labor Code Section 6382.
- (2) Contain a surface to place a breast pump and personal items.
- (3) Contain a place to sit.
- (4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

CNCA shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the unit member or employee's workspace. If a refrigerator cannot be provided, CNCA may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Board Policy: Lactation Accommodation BP 4033(a)



Flexible Break Times

Employees who are breast-feeding or expressing breast milk are entitled to request a lactation accommodation and must be provided reasonable break times for breast-feeding or expressing breast milk throughout the day. Pursuant to labor code 1030, break times shall, if possible, run concurrently with any break times already provided to the employee. When this is not possible, the employee will confer with their supervisor to determine an appropriate break schedule and request coverage when necessary.

Lactation Accommodation Requests and Support

Employees who would like to request a lactation accommodation should contact their supervisor/Principal to request an accommodation. In addition, an employee may work with the Human Resources team to request support regarding lactation accommodation, including assistance with identifying a designated or appropriate space to express milk or concerns about the need for reasonable break times.

An employee's request may be provided orally, by email or in writing and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur.

CNCA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who file a complaint related to the right to a lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your right related to lactation accommodation, you have a right to file a complaint with the Labor Commissioner by calling (213) 620-6330.

Cover Sheet

MOU between CNCA and CNTA Regarding School Reopening

Section: III. Consent Agenda
Item: F. MOU between CNCA and CNTA Regarding School Reopening
Purpose:
Submitted by:
Related Material: Final-MOU-2021-2022-School Re-Opening.pdf



MEMORANDUM OF UNDERSTANDING BETWEEN CAMINO NUEVO CHARTER ACADEMY AND CAMINO NUEVO TEACHERS ASSOCIATION REGARDING THE IMPACTS OF REOPENING INCLUDING INTERNAL INDEPENDENT STUDIES MODEL DURING THE 2021-2022 SCHOOL YEAR

September 14, 2021

WHEREAS, Camino Nuevo Charter Academy (“CNCA”) and Camino Nuevo Teachers Association (“CNTA”) (hereinafter “the parties”) wish to provide a safe learning environment for all stakeholders including but not limited to teachers, students, staff, families and communities; and

WHEREAS the parties wish to enter into this process thoughtfully while still honoring the terms of their negotiated agreement documented in the 2021-2024 Collective Bargaining Agreement (“CBA”), as modified by this Memorandum of Understanding;

WHEREAS the parties acknowledge their obligation to each other to negotiate and agree on any modifications to the CBA;

WHEREAS, CNCA has determined to provide an in-person learning environment for those CNCA students and families who decide to participate in that academic setting in the 2021-2022 school year.

This MOU supersedes and replaces all previous agreements and memoranda of understanding regarding CNCA’s reopening for in-person instruction and hybrid learning for the 2020-2021 school year. The parties agree that because CDC and CDPH, and the Los Angeles County Health Department may modify requirements from time to time based on case counts and the impact of the pandemic, if any such agency issues a mandate or guidelines contrary to the provisions of the agreement, they will commence negotiations regarding the amendment of such provision within 10 business days.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Health and Safety

- **Adherence to Health Guidelines:** CNCA shall consider guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and shall follow the requirements of the Los Angeles

County Department of Public Health (LACDPH) regarding COVID-19 and related variants. When needed, a designated COVID-19 Compliance Team at each campus will be responsible for establishing and enforcing all COVID-19 safety protocols. Failure to follow CNCA's policies may result in disciplinary action up to and including termination. CNCA reserves the right to amend its COVID Safety Plan (Exhibit A) as updated orders and standards are issued by the California Department of Public Health, the Los Angeles County Department of Public Health, and the CDC.

- **Physical Distancing:** When required by the CDPH and or the Los Angeles County Health Department guidance, the parties will observe mandates on physical distancing between student workspaces, between educator and student workspaces, and between employee workspaces.
- **Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)**
 - **Masks:** In accordance with CDPH and LACDPH and the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall require the use of and shall provide facial coverings (“masks”) to all unit members, staff, and students. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
 - Additional protective equipment including face shields, face shields with drapes, gloves, isolation gowns, N95 masks and medical grade masks will be provided, as appropriate, for settings that require close human contact, such as for staff providing certain supports for students with disabilities, custodial staff, meal distribution, etc.
 - N95 Masks: CNCA shall provide up to two (2) N95 facial coverings (masks) upon request to each onsite staff member and unit member per month.
- **Hand sanitizer/soap:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall stock classrooms and restrooms with soap and/or hand sanitizer and drying equipment as directed by the LACDPH.
- **Hand washing:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, students, employees, unit members, and visitors shall be required to wash their hands or use hand sanitizer frequently

throughout the day upon entering CNCA sites and classrooms.

- **Daily cleaning and disinfecting:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall provide for daily cleaning and disinfecting of classrooms, restrooms, and workspaces, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using disinfectant as recommended by LACDPH. Disinfectant and sanitizing supplies shall be checked and restocked regularly and will be available to employees.
- **HVAC:** In accordance with the provisions of the CNCA COVID-19 Health and Safety Plan attached hereto as Exhibit A, CNCA shall operate all HVAC systems on the mode which delivers the most fresh air changes per hour. Air filters shall be changed at the recommended intervals. HVAC installation and maintenance records shall be made available to CNTA upon request.
- **Health screening, testing, notification, and contact tracing:** In accordance with guidance issued by the CDC, CDPH, and Los Angeles County as they may be updated from time to time, CNCA shall establish protocols for all students, employees, unit members, and visitors to be checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Visitors with any symptom consistent with COVID-19 shall be denied entry. Students, unit members, and staff with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation area on site pending travel home.
 - Upon notification that a student, unit member, or staff has been infected with COVID-19, CNCA shall initiate contact tracing in conjunction with LACDPH.
 - All persons who may have come in contact with the infected individual shall be notified within one (1) business day of when CNCA becomes aware of their COVID-19 positive status.
 - Unit members shall be provided the opportunity for free, onsite COVID testing at no charge on a regular basis. Results shall be delivered to each unit member promptly, with all relevant privacy rights preserved, with the understanding that results shall be disclosed as may be required by LACDPH
- **Temporary Staff and Student Isolation:** All teachers shall have a minimum of two (2) days of emergency asynchronous plans on Google Classroom and two (2) emergency substitute plans on file with the site principal. Hard copies shall

also be readily accessible in their classroom. Coaches/evaluators must also be granted access to Google Classroom. In the event that an asymptomatic unit member is required to self-isolate at home due to potential or confirmed COVID-19 exposure, the unit member shall timely provide sub plans or, if authorized by CNCA, instruction from home, whichever is appropriate during the period of required isolation. In the event that the class must transition from in person to our Internal Independent Study model due to an exposure, students will engage in asynchronous learning (planned by the unit member) for the first school day of Internal Independent Study. During this day, unit members must conduct one synchronous advisory period and engage in lesson planning. On all subsequent days of Internal Independent Study, unit members will implement a balance of daily synchronous and asynchronous instruction as appropriate for the grade level and in alignment with school site guidance.

- **Other Health and Safety Issues** CNCA shall comply with LACDPH requirements guidelines and recommendations designed to reduce the spread of COVID-19 beyond physical distancing and PPE.
- **Unit Member Expectations:** Unit members are expected to maintain the highest instructional standards, while adapting instructional modalities for the current context, as part of a rigorous course of study.
- **AB 685 Compliance:** CNCA shall notify CNTA site representatives and affected employees within one business day of learning of any potential COVID-19 exposure. CNCA shall also offer information on benefits such as workers' compensation and sick leave, protection against retaliation, and CNCA's virus safety measures.
- CNCA shall notify local public health agencies within 48 hours of a coronavirus outbreak, defined as three (3) lab-confirmed cases at a single workplace site within a two-week period.
- **SB 1159 Presumption:** If a CNTA member was on the job during an outbreak, there is a rebuttable presumption that the CNTA member caught COVID-19 on the job.
- **Reasonable Accommodation Request:** CNCA shall endeavor to provide reasonable accommodations to a qualified employee with a disability, who makes a request for an accommodation, and for whom it is determined that reasonable accommodations are available, unless doing so would impose an undue hardship or fundamentally alter the nature or operation of the work. Under the Americans with Disabilities Act (ADA), a disability is defined as the state of having a physical or mental impairment which substantially limits one or more major life activities,

having a record of such an impairment, or being regarded as having such an impairment.

- **Community Interaction:** CNCA will prioritize virtual options for events such as Back to School night(s). Open House(s), and Parent Teacher Conferences.

Internal Intendent Study

Internal Independent Study is defined as instruction that is conducted remotely, through a combination of synchronous (live, interactive) and asynchronous (independently-paced) teaching. Students and unit members are not in the same physical location, but connect digitally, both in real-time through video conferencing platforms and asynchronously through digital assignments and written/recorded feedback.

Internal Independent Study will be implemented on a short-term basis, in response to COVID requirements

In preparation for the 2021-22 school year, the parties recognize the need to address CNCA's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the Los Angeles County Department of Public Health (LACDPH) public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. The decision to operate under an independent study model will be made by CNCA in accordance with the guidance from the LADPH.

As stated above, it is the intention of CNCA to provide in-person learning to those CNCA students and families electing to participate in this academic setting. Should Internal Independent Studies become necessary, these following provisions shall apply.

- **Pay/Benefits** – If the unit member is assigned and is able to work remotely under the Internal Independent Study model, unit members shall continue to receive their regular compensation and benefits. If extracurricular duties are assigned, agreed to, and performed by unit members, they shall continue to receive stipends and/or additional pay, as provided for under the CBA.
- The CNTA President or designee will have access to CNCA school sites to visit unit members in their assigned workspace, to drop off items, or as needed. The CNTA President or designee will follow that site's protocols for requesting access.

- Unit members may not enter the school site during evenings, weekends, or holidays unless expressly permitted to do so and scheduled in advance by the site administrator or their designee.
- **Unit Member Instruction**—Unit Members shall deliver instruction consistent with the Education Code and their school charter. Unit members shall be responsible for planning and delivering high quality standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student attendance, work completion and participation, providing students feedback, collaborating and co-planning with their peer teachers, and promptly reporting student non-participation to the site administrator for additional outreach and follow up.
- **Scheduling** – Unit members will work and be available during their normal contractual work hours and workdays to provide students and parents with consistency. To avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification, and may be conducted via phone, email, and/or other virtual platforms. Interactive instruction will include content that requires student interaction with their teacher and/or classmates, content that engages a student in making a response, content that engages students in an auditory and/or visual way, and provides the unit member opportunities to provide the student encouragement and feedback.
- **Office Hours/Interactive Instruction** – Unit members will deliver at least the minimum required minutes per the Education Code Section for in person and for independent study. Unit members shall provide advance notification to students and parents if a change to the schedule is necessary.

CONSULTATION ISSUES

CNTA exercises its right to consult pursuant to Government Code section 3543.2 (a)(3).

SCHOOL RE-CLOSURES

In the event of an outbreak, CNCA will follow closure procedures outlined in the most current CDPH and LACPH guidance, and as applicable, the current COVID-19 Safety Plan. CNCA shall notify CNTA leadership when a COVID-19 outbreak occurs at any school site.



GENERAL PROVISIONS

Unless modified by this MOU, the provisions of the 2021 - 2024 CBA remain in effect.

This MOU is the product of unique circumstances. It shall not be a precedent for interpretation or modification of the parties' Collective Bargaining Agreement.

This MOU will expire June 30, 2022 unless extended in writing by the parties.

CAMINO NUEVO CHARTER ACADEMY

Date: _____

By: _____

Adriana Abich, CEO

CAMINO NUEVO TEACHERS ASSOCIATION

Date: _____

By: _____

Laura Farrel, CNTA President

DATE OF BOARD APPROVAL: _____

Cover Sheet

MOU between CNCA and CNTA regarding Dual Language Program roll out and one time reimbursement for impacted teachers

Section: III. Consent Agenda
Item: G. MOU between CNCA and CNTA regarding Dual Language Program roll out and one time reimbursement for impacted teachers
Purpose:
Submitted by:
Related Material:
Final MOU- 2021-2022 Dual Language Program Roll out BCLAD.doc.pdf



3435 W. Temple Street
Los Angeles, CA 90026

Phone: 213-417-3400
Fax: 323-663-3132

www.caminonuevo.org

**MEMORANDUM OF UNDERSTANDING BETWEEN
CAMINO NUEVO CHARTER ACADEMY AND
CAMINO NUEVO TEACHERS ASSOCIATION
REGARDING DUAL LANGUAGE PROGRAM ROLL OUT AND ONE-TIME
REIMBURSEMENT FOR IMPACTED TEACHERS**

September 14, 2021

Whereas, Camino Nuevo Charter Academy will continue to roll out the K-8 dual language (Spanish) program through the 2025-2026 school year;

Whereas, as a result, some teachers at Burlington, Castellanos, Eisner and Cisneros will be required to teach in dual languages; including, teachers in content areas such as ELA, science, social science, physical education, art, music and STEM;

Whereas the State of California requires teachers who teach in a dual language model to possess an appropriate Bilingual Authorization;

Camino Nuevo Charter Academy (CNCA) and Camino Nuevo Teachers Association (CNTA) hereby agree as follows:

- Camino Nuevo Charter Academy shall identify the impacted unit members and reimburse them up to a total of \$2,000 for the cost associated with adding a bilingual authorization in Spanish by the established deadline.
- This reimbursement is a one-time offering to existing CNCA teachers who are affected by the roll out of the K-8 dual language (Spanish) program.
- Reimbursement will be made following issuance of the authorization by the California Commission on Teacher Credentialing (CTC) and submission of receipts for the cost(s) associated with adding the authorization.
- To be eligible for reimbursement, a bilingual authorization (Spanish) must be issued by the CTC by the established CNCA deadline.

Camino Nuevo Charter Academy (CNCA) and Camino Nuevo Teachers Association (CNTA) further agree this agreement sunsets August 1, 2023. Teachers eligible for this offering, who do not add their bilingual authorization on or before the established CNCA deadline, shall no longer benefit from this agreement.

Failure to meet the deadline and subsequent ineligibility for this provision does not change nor void the requirement under the dual language program expansion to add the bilingual authorization (Spanish).

Date: _____, 2021

CAMINO NUEVO CHARTER ACADEMY

By: _____
Adriana Abich, CEO

CAMINO NUEVO TEACHERS ASSOCIATION

By: _____
Laura Farrel, CNTA President

DATE OF BOARD APPROVAL: _____

Cover Sheet

Time & Effort Reporting Policy & Procedures

Section: III. Consent Agenda
Item: H. Time & Effort Reporting Policy & Procedures
Purpose:
Submitted by:
Related Material: CNCA Policy_Time and Effort Procedure.pdf



Time & Effort Reporting Policy & Procedures

What is Time and Effort Reporting?

Federal Uniform Guidance, 2 CFR 200, requires that employees funded through federal funds document the time they spend on activities. Employees funded through federal grants fall into one of these categories:

- a) Employees funded through only one federal source or a single cost objective.
- b) Employees funded through more than one source, one of which is federal.

At Camino Nuevo Charter Academy federally-funded employees *may* be funded from any of the following programs:

1. Title I (3010)
2. Title II (4035)
3. Title III (4201 and 4203)
4. Title IV (4127)
5. Special Education (3310)

Employees Funded Through Only One Federal Source

CNCA employees who are funded through only one federal source must account for their time twice annually using the Semi-Annual Certification Form. The Semi-Annual Certification must be completed at the end of October and the end of March. The following information will be included on the form:

1. Employee Name
2. Position Title
3. School
4. Reporting Period
5. Program(s)/Resources(s)
6. Supervisor's Signature

Employees Funded Through More Than One Source, One of Which is Federal

Personnel Activity Report (PAR)

The PAR form will be prepared monthly and coincide with the CNCA payroll schedule. The employee must confirm the percentage of hours worked while performing different activities funded through federal funding. These activities should be outlined in the employee's duty statement. The PAR form will account for an after-the-fact distribution of the actual activity for which each employee is compensated. The following information will be included on the form:

1. Employee Name
2. Position Title
3. School
4. Reporting Period



5. Program(s)/Resources(s)
6. Employee Signature

Other Requirements/Information Regarding Time and Effort Reporting

Duty Statement

Each federally funded employee must also complete a duty statement. A duty statement is similar to a job description, but provides additional details about the specific activities and work the employee performs. If the employee's duties remain consistent throughout the school year, then only one duty statement needs to be submitted. This duty statement will be submitted with the first Time and Effort document (Semi-annual Certification or PAR form.) If an employee's duties change during the course of the school year, then a new duty statement will need to be submitted along with the employee's Time and Effort documentation form.

Submission Requirements

All forms must be submitted within two weeks of the end of the recording period to the Principal or Chief Financial Officer who oversees the federal funding source from which the employee is funded.

Training

Training in regards to Time and Effort documentation will take place each year by November for all employees who have not been previously trained in the documentation procedures. New employees hired after the fall training date(s) and/or whose salaries are later designated to be paid with federal funds will be trained in Time and Effort documentation prior to the next Time and Effort documentation period.

Personnel Changes

Any employee whose salary is charged to a federal funding source will be notified by the Principal or Chief Financial Officer overseeing the federal monies. Notification will be in a timely manner and prior to the completion and collection of the documentation/reports.

Record Retention

Time and effort records will be kept on file for a minimum period of three (3) years by the Chief Financial Officer of those federal funds.

Cover Sheet

COVID Testing Funding Contracts

Section: IV. COVID Testing Funding Contracts

Item: A. COVID Testing Funding Contracts

Purpose: Vote

Submitted by:

Related Material:

LACOE COVID Funding Contract C-21451 CNCA 4 Cisneros.pdf

LACOE COVID Funding Contract C-21451 CNCA 2 Kayne Siart.pdf

LACOE COVID Funding Contract C-21451 CNES 3 Castellanos Eisner.pdf

LACOE COVID Funding Contract C-21451 CNHS 2 Dalzell Lance.pdf

LACOE COVID Funding Contract C-21451 CNCA 1 Burlington.pdf

C-21451:20:23

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

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

RECITALS

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

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

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

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

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

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

1. TERM

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

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed EIGHTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 28/100 DOLLARS (\$88,378.28).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

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

the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

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

4. INSURANCE

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

4.2 Minimum Scope and Limits of Insurance

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

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

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

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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

4.3 Endorsements

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

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

4.4 Other Insurance Provisions

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

- 4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.
- 4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

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

5. INDEPENDENT CONTRACTOR

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

6. NON-DISCRIMINATION AND NON-SEGREGATION

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

7. NOTIFICATION

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

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

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

8. MODIFICATIONS

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

9. COMPLIANCE WITH LAW

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

replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

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

11. ASSIGNMENT

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

12. SEVERABILITY /WAIVER

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

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

13. INTEGRATION

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

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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

16. ALCOHOL AND DRUG-FREE WORKPLACE

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

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

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

- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

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

20.2 Termination for Default

20.2.1 Default

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

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

20.2.2 Material Breach

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

21.SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

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

22.EXECUTION REQUIREMENTS

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

23.EDUCATION CODE

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

24.CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE

Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

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

25. SIGNATURE AUTHORITY

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CAMINO NUEVO
CHARTER ACADEMY

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

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

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

1.0 INTRODUCTION/PROJECT SERVICES

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

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

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

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

2.0 OVERVIEW OF NEED FOR SERVICES

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

3.0 SPECIFIC SERVICES TO BE PROVIDED

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

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

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

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

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

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

3.3 Personnel Support

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

3.4 Coordination

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

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

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

4.1 LACOE Responsibilities

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

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

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

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

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

Monthly Financial Reports

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

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

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

Final Reporting

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

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

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

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

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

5.2 Subcontractor Requirements

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

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

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

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

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

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

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

6.2 Subcontractor to Other Subcontractors

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

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

7.0 REPORTING

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

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

LEA Subcontractor Programmatic Lead:

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

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

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

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

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

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STANDARD EXHIBITS

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

UNIQUE EXHIBITS

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

Contract No. PH-004608

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

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

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

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

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

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

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

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

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

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

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

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

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

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

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

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

Unique Exhibits

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

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

4. TERM OF CONTRACT:

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

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

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

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Withholding Payment:

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

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

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

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

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

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

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

7. ALTERATION OF TERMS/AMENDMENTS:

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

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

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

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

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

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

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

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

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

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

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

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

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

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

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

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

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

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

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

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

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

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

12. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

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

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

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

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

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

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

15. RECORD RETENTION AND AUDITS:

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

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

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

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

(2) A General Ledger.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Audit Settlements:

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

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

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

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

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

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

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

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

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

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

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

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

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

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

17D. WHISTLEBLOWER PROTECTIONS:

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

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

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

17E. LIQUIDATED DAMAGES:

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

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

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

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

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

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

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

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

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

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

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

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

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

A. Notices to County shall be addressed as follows:

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

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

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

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

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

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

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

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

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

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

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

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

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

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

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

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

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

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

B. The complaint procedure shall be made public.

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

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

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

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

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

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

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

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

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

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

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

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

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

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

34. CONFLICT OF INTEREST:

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

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

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

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

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

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

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

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

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

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

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

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

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

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

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

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

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

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

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

52. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

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

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

54. NONDISCRIMINATION IN SERVICES:

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

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

55. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

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

63. PUBLIC RECORDS ACT:

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

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

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

64. PURCHASES:

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

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

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

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

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

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

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

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

70. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

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

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

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

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

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

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

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

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

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

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

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

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

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

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

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

82. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

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

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

COUNTY OF LOS ANGELES

Barbara Ferrer

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

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

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

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

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

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

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

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

1.0 INTRODUCTION/PROJECT SERVICES

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

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

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

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

2.0 OVERVIEW OF NEED FOR SERVICES

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

3.0 SPECIFIC SERVICES TO BE PROVIDED

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

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

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

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

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

EXHIBIT A

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

3.2 Personnel Support

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

3.3 Coordination

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

3.4 Monitoring and reporting

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

4.0 RESPONSIBILITIES

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

4.1 County Responsibilities

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

County responsibilities will include:

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

EXHIBIT A

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

4.2 Contractor Responsibilities

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

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

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

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

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

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- 5.1.2 Project Manager shall have the following training and experience, including but not limited to:
- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
 - Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
 - Strong oral, written, organizational, communication, and interpersonal skills.
 - Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.
- 5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.
- 5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.
- 5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

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

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

5.3 Subcontractor Responsibilities

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

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

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

Weekly Progress Reports

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

Monthly Financial Report

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

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

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

School Tests

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

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

- 5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.
- 5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

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

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

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

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

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

6.2 Contractor to Subcontractors

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

- Template subcontract
- Template statement of work
- Template budget

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

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

7.0 REPORTING

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

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

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

Priority Individuals/Groups

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

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

Priority Regions and Neighborhoods

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

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

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

Budget Period
Execution Date
 Through
July 31, 2022

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

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

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title



Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

CHARITABLE CONTRIBUTIONS CERTIFICATION**Los Angeles County Office of Education**

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

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

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

Check the Certification below that is applicable to your company.

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

OR

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



Signature

Jun 7, 2021

Date

Pat Smith**Chief Financial Officer**

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

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

II. FEDERAL CHANGES

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

III. ACCESS TO RECORDS

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

EXHIBIT I**IV. DEBARMENT AND SUSPENSION**

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

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

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

EXHIBIT I

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

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

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

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

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

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

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

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

EXHIBIT I

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

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

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

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

EXHIBIT I

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

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

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

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

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

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

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

EXHIBIT I

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

XIII. ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

See Termination for Convenience provision in underlying Agreement.

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

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

XVII. CHANGES.

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

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

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

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

PRIME CONTRACTOR RESPONSIBILITIES

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

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

"GOOD FAITH" EFFORT PROCESS

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

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

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

XXIII. DPH SEAL, LOGO, AND FLAGS.

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

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

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

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

Instruction for Certification

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

EXHIBIT I

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

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

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

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



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway

Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu

C-21412:20:23

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **Camino Nuevo Charter Academy #2**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

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

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

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

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

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

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

1. TERM

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

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed ONE HUNDRED FIVE THOUSAND THREE HUNDRED AND EIGHTY DOLLARS (\$105,380.00).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

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

the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

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

4. INSURANCE

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

4.2 Minimum Scope and Limits of Insurance

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

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

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

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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

4.3 Endorsements

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

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

4.4 Other Insurance Provisions

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

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

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

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

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

5. INDEPENDENT CONTRACTOR

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

6. NON-DISCRIMINATION AND NON-SEGREGATION

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

7. NOTIFICATION

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

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

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

8. MODIFICATIONS

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

9. COMPLIANCE WITH LAW

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

replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

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

11. ASSIGNMENT

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

12. SEVERABILITY /WAIVER

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

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

13. INTEGRATION

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

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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

16. ALCOHOL AND DRUG-FREE WORKPLACE

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

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

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

20.2 Termination for Default

20.2.1 Default

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

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

20.2.2 Material Breach

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

21.SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

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

22.EXECUTION REQUIREMENTS

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

23.EDUCATION CODE

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

24.CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE

Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

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

25. SIGNATURE AUTHORITY

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CAMINO NUEVO CHARTER
ACADEMY #2

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

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

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

1.0 INTRODUCTION/PROJECT SERVICES

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

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

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

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

2.0 OVERVIEW OF NEED FOR SERVICES

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

3.0 SPECIFIC SERVICES TO BE PROVIDED

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

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

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

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

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

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

3.3 Personnel Support

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

3.4 Coordination

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

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

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

4.1 LACOE Responsibilities

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

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

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

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

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

Monthly Financial Reports

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

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

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

Final Reporting

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

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

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

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

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

5.2 Subcontractor Requirements

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

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

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

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

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

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

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

6.2 Subcontractor to Other Subcontractors

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

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

7.0 REPORTING

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

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

LEA Subcontractor Programmatic Lead:

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

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

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

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

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

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STANDARD EXHIBITS

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

UNIQUE EXHIBITS

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

Contract No. PH-004608

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

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

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

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

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

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

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

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

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

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

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

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

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

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

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

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

Unique Exhibits

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

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

4. TERM OF CONTRACT:

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

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

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

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Withholding Payment:

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

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

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

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

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

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

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

7. ALTERATION OF TERMS/AMENDMENTS:

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

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

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

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

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

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

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

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

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

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

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

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

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

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

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

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

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

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

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

12. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

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

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

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

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

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

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

15. RECORD RETENTION AND AUDITS:

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

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

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

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

(2) A General Ledger.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Audit Settlements:

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

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

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

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

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

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

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

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

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

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

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

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

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

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

17D. WHISTLEBLOWER PROTECTIONS:

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

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

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

17E. LIQUIDATED DAMAGES:

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

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

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

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

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

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

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

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

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

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

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

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

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

A. Notices to County shall be addressed as follows:

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

Attention: Project Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

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

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

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

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

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

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

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

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

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

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

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

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

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

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

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

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

B. The complaint procedure shall be made public.

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

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

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

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

28. COMPLIANCE WITH APPLICABLE LAW:

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

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

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

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

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

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

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

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

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

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

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

34. CONFLICT OF INTEREST:

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

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

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

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

- (1) The list of proposed Subcontractors.
- (2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.
- (3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.
- (5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

EXHIBIT A

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

EXHIBIT A

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

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- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

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5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

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- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

EXHIBIT A

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

EXHIBIT A

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index](#) (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

EXHIBIT C**SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS****LOS ANGELES COUNTY OFFICE OF EDUCATION**

Budget Period
Execution Date
 Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none"> • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative 	\$4,586,000
Subcontracts <ul style="list-style-type: none"> • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support 	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title



Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)****INADVERTENT ACCESS**

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION**Los Angeles County Office of Education**

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

Jun 7, 2021

Date

Pat Smith**Chief Financial Officer**

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

EXHIBIT I**IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

EXHIBIT I

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A.** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B.** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C.** Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D.** Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

EXHIBIT I

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A.** The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B.** The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

EXHIBIT I

D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

EXHIBIT I

States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

EXHIBIT I**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

EXHIBIT I

possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

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reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

EXHIBIT I

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway

Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu

C-21419:20:23

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **Camino Nuevo Charter Academy #4**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A – Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed NINETY-ONE THOUSAND FIVE HUNDRED NINETY-FOUR AND 82/100 DOLLARS (\$91,594.82).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by

the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor’s failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers’, agents’, employees’, subcontractors’, representatives’ and volunteers’ (collectively hereinafter in this Section 8 referred to as Contractor’s) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

- 4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.
- 4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA Subcontractor agrees to comply with all Federal, State, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

7. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered; shall be delivered by email, personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments,

replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12. SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

16. ALCOHOL AND DRUG-FREE WORKPLACE

The LEA Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that LEA Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA Subcontractor under this agreement, and the LEA Subcontractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21.SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22.EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

23.EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24.CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE

Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CAMINO NUEVO CHARTER
ACADEMY #4

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xlsm
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor's Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
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Contract No. PH-004608

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

LOS ANGELES COUNTY OFFICE OF
EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County's Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoed.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K.

Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

F. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), the Contractor shall adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

- (1) The list of proposed Subcontractors.
- (2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.
- (3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.
- (5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

EXHIBIT A

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

EXHIBIT A

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

EXHIBIT A

- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

EXHIBIT A

5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

EXHIBIT A

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

EXHIBIT A

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

EXHIBIT A

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index](#) (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

EXHIBIT C**SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS****LOS ANGELES COUNTY OFFICE OF EDUCATION**

Budget Period
Execution Date
 Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none"> • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative 	\$4,586,000
Subcontracts <ul style="list-style-type: none"> • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support 	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title



Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION**Los Angeles County Office of Education**

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

Jun 7, 2021

Date

Pat Smith**Chief Financial Officer**

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

EXHIBIT I**IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

EXHIBIT I

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A.** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B.** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C.** Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D.** Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

EXHIBIT I

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A.** The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B.** The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

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D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

EXHIBIT I

- States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
 - C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

EXHIBIT I**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

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possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

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reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

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voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway

Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu

C-21410:20:23

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and CAMINO NUEVO ELEMENTARY #3, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A - Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed One Hundred Thirteen Thousand Three Hundred Forty-Five Dollars (\$113,345.00).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity

(including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor’s failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers’, agents’, employees’, subcontractors’, representatives’ and volunteers’ (collectively hereinafter in this Section 8 referred to as Contractor’s) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor’s use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA Subcontractor agrees to comply with all Federal, State, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

7. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered; shall be delivered by email, personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12. SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code

Sections 45125.1, 45125, 44830 and 44830.1.

15. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

16. ALCOHOL AND DRUG-FREE WORKPLACE

The LEA Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that LEA Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA Subcontractor under this agreement, and the LEA Subcontractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

- 19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

23. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24. CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor’s indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE’s prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CAMINO NUEVO ELEMENTARY #3

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ab-6/24
ROC-7/12/21

Title _____

Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

SCHOOL-BASED COVID-19 TESTING
IN K-12 SCHOOLS

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

EXHIBIT A

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.
- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.

EXHIBIT A

- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.
- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination,

EXHIBIT A

collaboration, and learning regarding implementing and delivering school-based testing and health services.

- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to

EXHIBIT A

check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.

- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

EXHIBIT A

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/C_OVID_OBlinelist_Education_Sector.xlsm
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements**5.1 Subcontractor Staffing Infrastructure**

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided to LACOE in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title

EXHIBIT A

IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may

EXHIBIT A

approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor’s Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors’ Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

EXHIBIT A

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

Contract No. PH-004608

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

LOS ANGELES COUNTY OFFICE OF
EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County's Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoed.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K.

Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

F. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), the Contractor shall adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

- (1) The list of proposed Subcontractors.
- (2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.
- (3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.
- (5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

EXHIBIT A

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

EXHIBIT A

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

EXHIBIT A

- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

EXHIBIT A

5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

EXHIBIT A

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

EXHIBIT A

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

EXHIBIT A

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index](#) (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

EXHIBIT C**SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS****LOS ANGELES COUNTY OFFICE OF EDUCATION**

Budget Period
Execution Date
 Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none"> • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative 	\$4,586,000
Subcontracts <ul style="list-style-type: none"> • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support 	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

Los Angeles County Office of Education PH-004608

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title



Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Office of Education

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

Jun 7, 2021

Date

Pat Smith

Chief Financial Officer

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

EXHIBIT I**IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

EXHIBIT I

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A.** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B.** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C.** Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D.** Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

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To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A.** The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B.** The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

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D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

EXHIBIT I

States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

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XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

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possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

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reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

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voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway

Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu

C-21426:20:23

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **Camino Nuevo High #2**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A – Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed SEVENTY-TWO THOUSAND ONE HUNDRED FORTY-TWO AND 41/100 DOLLARS (\$72,142.41).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by

the LEA Subcontractor relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor's failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section 8 referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

The LEA Subcontractor shall cause its insurance policies to be amended to state the following:

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA Subcontractor agrees to comply with all Federal, State, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

7. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered; shall be delivered by email, personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments,

replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

10.CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11.ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12.SEVERABILITY /WAIVER

12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13.INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14.EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15.TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

16. ALCOHOL AND DRUG-FREE WORKPLACE

The LEA Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that LEA Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA Subcontractor under this agreement, and the LEA Subcontractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

By executing this contractual instrument, LEA Subcontractor certifies to the best of its knowledge and belief that it and its principals:

19.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

19.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 19.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,
- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20. TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21.SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22.EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

23.EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24.CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE

Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CAMINO NUEVO HIGH #2

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xlsm
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor's Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

Contract No. PH-004608

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

LOS ANGELES COUNTY OFFICE OF
EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County's Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoed.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K.

Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

F. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), the Contractor shall adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

- (1) The list of proposed Subcontractors.
- (2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.
- (3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.
- (5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

EXHIBIT A

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

EXHIBIT A

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

EXHIBIT A

- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

EXHIBIT A

- 5.1.2 Project Manager shall have the following training and experience, including but not limited to:
- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
 - Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
 - Strong oral, written, organizational, communication, and interpersonal skills.
 - Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.
- 5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.
- 5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.
- 5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

EXHIBIT A

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

EXHIBIT A

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

EXHIBIT A

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.

5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index](#) (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

EXHIBIT C**SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS****LOS ANGELES COUNTY OFFICE OF EDUCATION**

Budget Period
Execution Date
 Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none"> • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative 	\$4,586,000
Subcontracts <ul style="list-style-type: none"> • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support 	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title



Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: Jun 7, 2021

PRINTED NAME:

Pat Smith

POSITION:

Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION**Los Angeles County Office of Education**

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

Jun 7, 2021

Date

Pat Smith

Chief Financial Officer

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

EXHIBIT I**IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

EXHIBIT I

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A.** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B.** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C.** Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D.** Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

EXHIBIT I

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A.** The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B.** The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

EXHIBIT I

D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

EXHIBIT I

- States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
 - C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

EXHIBIT I**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

EXHIBIT I

possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

EXHIBIT I

reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

EXHIBIT I

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway
Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway
Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu

Cover Sheet

Academic Update: Organizational Priorities & Independent Studies Update

Section: V. Academic Update
Item: A. Academic Update: Organizational Priorities & Independent Studies Update
Purpose: Vote
Submitted by:
Related Material: Academic Update September 2021.pdf

Academic Update September 2021

RACHEL HAZLEHURST, VP OF CURRICULUM AND
INSTRUCTION



2020-2021 Priorities

<p>CNCA is one of the highest performing charter networks serving Los Angeles</p>		<p>CNCA is a great place to learn and grow</p>	
<p>METRIC: Increase student achievement by 10% on ELA and Math SBAC</p>		<p>METRICS: 80% retention of effective staff 95% of CNCA students re-enroll for the subsequent year Increase TBD% of fundraising of unrestricted dollars</p>	
<p>Data driven accelerated learning</p>	<p>Ethnic studies pedagogy</p>	<p>Data driven decision-making</p>	<p>Ethnic studies practices</p>

2021-2022 Priorities

<p>CNCA is one of the highest performing charter networks serving Los Angeles</p>		<p>CNCA is a great place to learn and grow</p>	
<p>Increase student achievement by 10% on ELA and and 13% on Math (SBAC)</p>		<p>(A) ##% of staff and students report that their health, safety, and mental health are prioritized (B) 80% retention of effective staff (C) CNCA/PNEDG will make progress towards developing a data driven culture where all data is seen as useful in finding solutions</p>	
<p>Data Driven Multi-Tiered Systems of Support</p>	<p>Ethnic Studies Pedagogy: Implementation</p>	<p>Data driven decision-making</p>	<p>Targeted Universalism & Belonging</p>



Zooming In

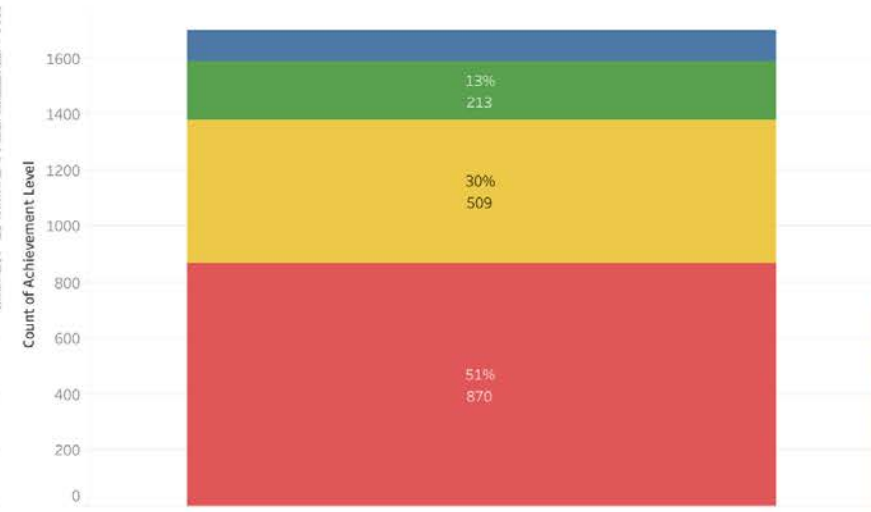
STUDENT ACHIEVEMENT METRICS

2020-2021 *tentative* SBAC Results (as of 7.28.2021)

ELA



Math



Grade
All

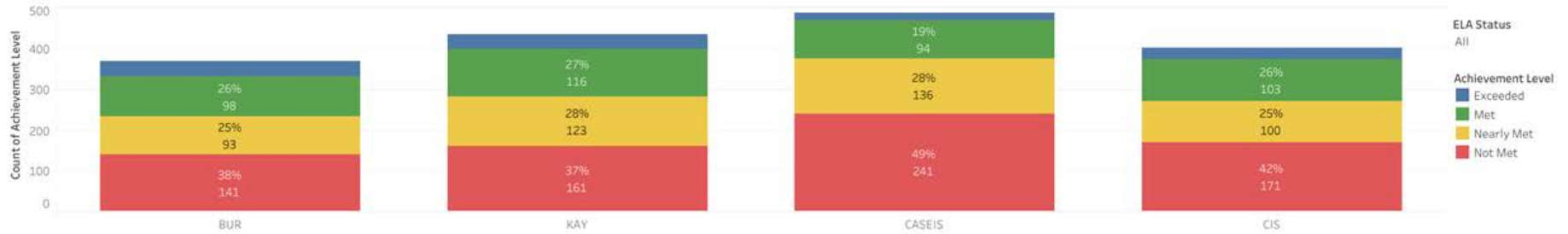
ELA Status
All

Achievement Level
■ Exceeded
■ Met
■ Nearly Met
■ Not Met

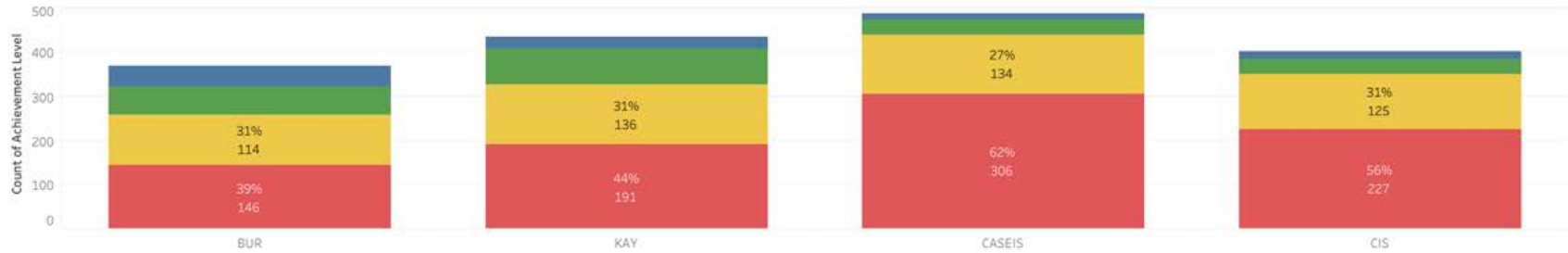
Our goal of a 10% point increase in ELA and a 13% point increase in math will mean a return to 2018-2019 performance levels.

2020-2021 *tentative* SBAC Results (as of 7.28.2021)

ELA



Math

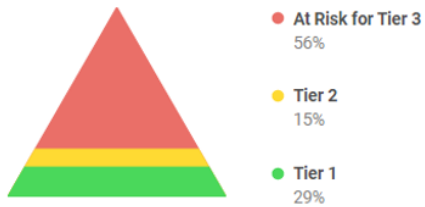


ENGLISH LANGUAGE ARTS – iREADY (DAL)

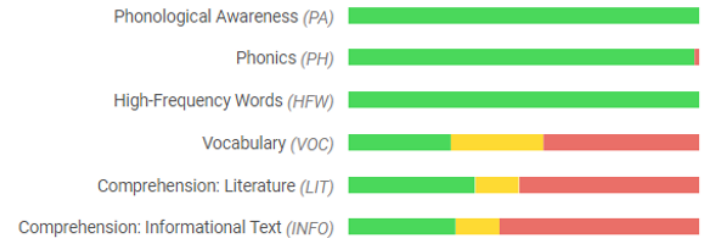
- Green: On or Above Grade Level
- Yellow: One Grade Level Below
- Red: Two or More Grade Levels Below

Students Assessed/Total: 72/100

Overall Placement



Placement By Domain

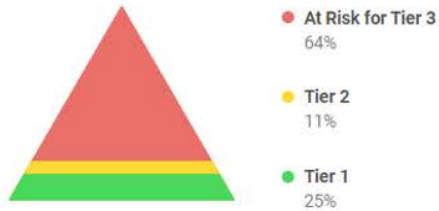


Math iReady (DAL)

- Green: On or Above Grade Level
- Yellow: One Grade Level Below
- Red: Two or More Grade Levels Below

Students Assessed/Total: 64/100

Overall Placement



Placement By Domain



[The Mapping Between 5-Level and 3-Level Placement](#)

Academic Strategy



Data-Driven Decisions: Building our Data Infrastructure



Technology

- Staff Laptops and Tech Toolkits
- Increased internet speed and bandwidth on campuses
- Student Chromebook 1:1
- MFA security for all CNCA



Network alignment

- Biliteracy curriculum
- Assessments
- Professional development plans
- Data analysis protocols



Tools and Structures

- Data warehouse expansion
- Tableau Skills Training
- CNCA Instructional Dashboard
- Quarterly Data Days



Data Driven Decisions: Multi-Tiered Systems of Support

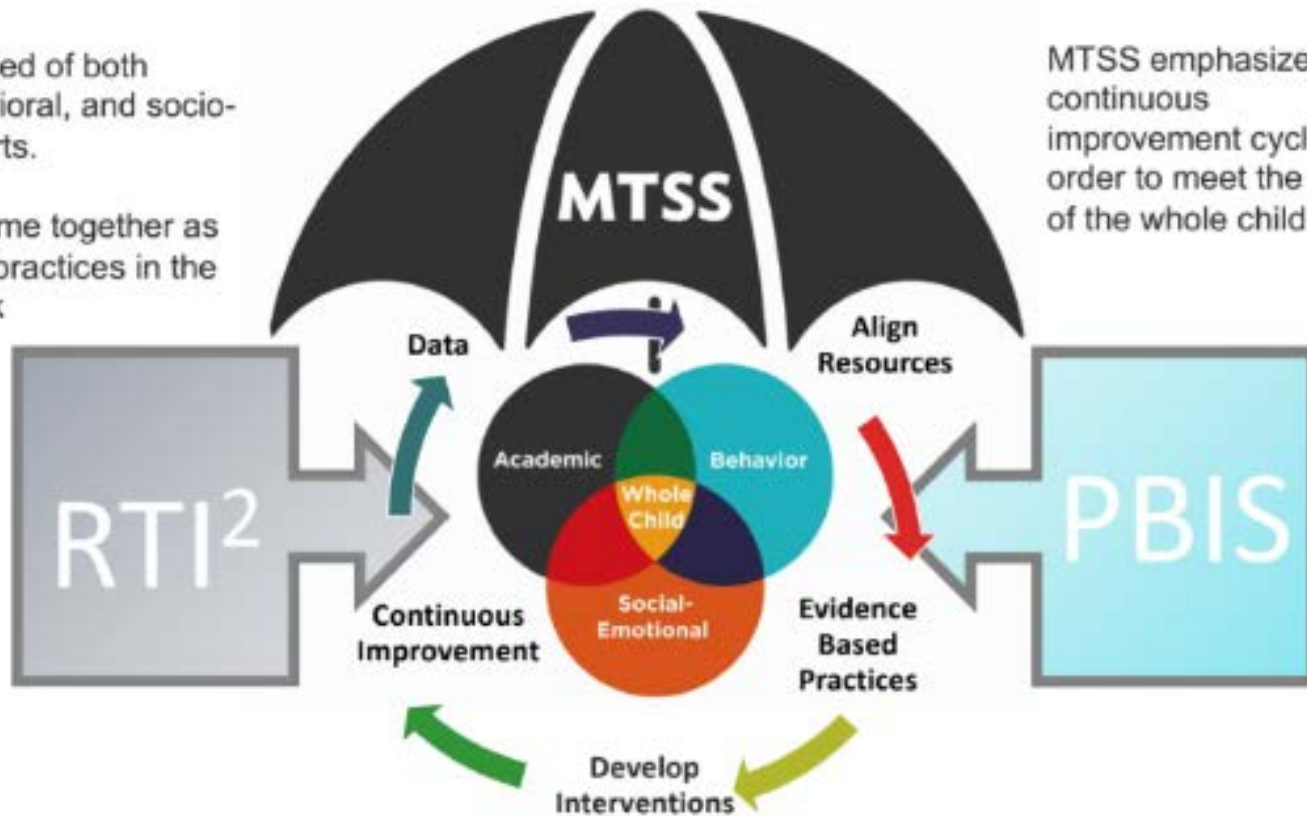


Focus Areas Come Together Under CA MTSS

MTSS is comprised of both academic, behavioral, and socio-emotional supports.

RTI and PBIS come together as evidence-based practices in the MTSS framework

MTSS emphasizes the continuous improvement cycle in order to meet the needs of the whole child



Data-Driven Decisions: Multi-Tiered Systems of Support



California's MTSS focuses on aligning initiatives and resources to address the needs of all students.



It is an integrated, comprehensive framework that:

Aligns academic, behavioral, and social-emotional learning in a fully integrated system of support

Create systematic change through intentional integration of services and supports to quickly identify and meet the needs of all students.



Align and streamline current processes (more to come on Wednesday)

Tier 1 Intervention

Student Centered Coaching

COST

SST

MTSS Includes Tier 1: High Quality Instruction for All

Key Features

- New highly rated curriculum for ELA/SLA in K-8: ARC Core
- Continued implementation of aligned curricula in math: Bridges (K-5) and CPM (6-12)
- Continued implementation of aligned curriculum in science (4-12): STEMScopes
- Continued roll-out of our dual language program (TK-8)
- Focus on teachers' alignment to standards
- Focus on Student Talk
- Focus on access for all students (UDL)

Data-Driven Decisions: Data Mindset



Normalized the Transparent use of Data

Teachers: CNCA organized cross-site PD where teachers had the opportunity to analyze data

Leaders: Leaders used and continue to use student achievement data in public settings (PD frames, board meetings, cross-site data analysis in leader PD.)

HSO: Departments continue to create processes to capture and share key metrics with leaders that will assist them in making data driven decisions.

20-21: Ethnic Studies Foundational Alignment

- ❖ Established **regular collaboration** between **SLT** & the **Ethnic Studies Task Force**
- ❖ Developed a Philosophy of Teaching & Learning with Ethnic Studies Pillars as **our roots**
- ❖ Crafted Guiding Principles for **literacy curriculum selection** with an Ethnic Studies lens
- ❖ Integrated Ethnic Studies into **Content Team priorities** (e.g., our own learning, Science PLC had an Ethnic Studies strand)
- ❖ Deepened leader understanding of the link between Ethnic Studies and **measurable, equitable outcomes for kids**

21-22 Ethnic Studies Implementation



Ethnic Studies
Coordinator (TOSA)

Expectation that
Ethnic Studies pillar(s)
are present as a tool
for academic equity at
all schools

Integration of ES
pillars into classroom
observation tools

Targeted Universalism & Belonging

What we have done:

- Identity work with *Onward* and threaded throughout PD for all employees including classified staff members
- Anti-racist book clubs (schools and HSO)
- Support services for staff members - wellness PD, Teaching Well and Our House.

What we will do:

- Creating an equity plan
- CCEJ PD for all school employees

Independent Study

EDGENUITY UPDATE

Current Edgenuity Enrollment

- There are 230 Camino Nuevo students currently enrolled in Independent Study with Edgenuity.
 - While this number has stabilized somewhat there continue to be some families choosing to return in person and some choosing to join Edgenuity.
- There are 42 students with IEPs enrolled in Edgenuity.
 - CNCA Special Education staff are hard at work to conduct annual IEPs for each of these students to determine whether independent study is an appropriate placement.

Cover Sheet

COVID Mandatory Vaccination Policy for all CNCA Employees

Section: VI. CEO Update
Item: A. COVID Mandatory Vaccination Policy for all CNCA Employees
Purpose: Vote
Submitted by:
Related Material: CEO Update.9.14.21.pdf
Final-CNCA-PNEDG Vaccination Policy-FAQ's for Staff.pdf
Final- CNCA-PNEDG Vaccination Policy.pdf
Final- CNCA-PNEDG Reasonable Accomodation.docx.pdf



CEO Update

20 años | Camino Nuevo Charter Academy



September, 2021

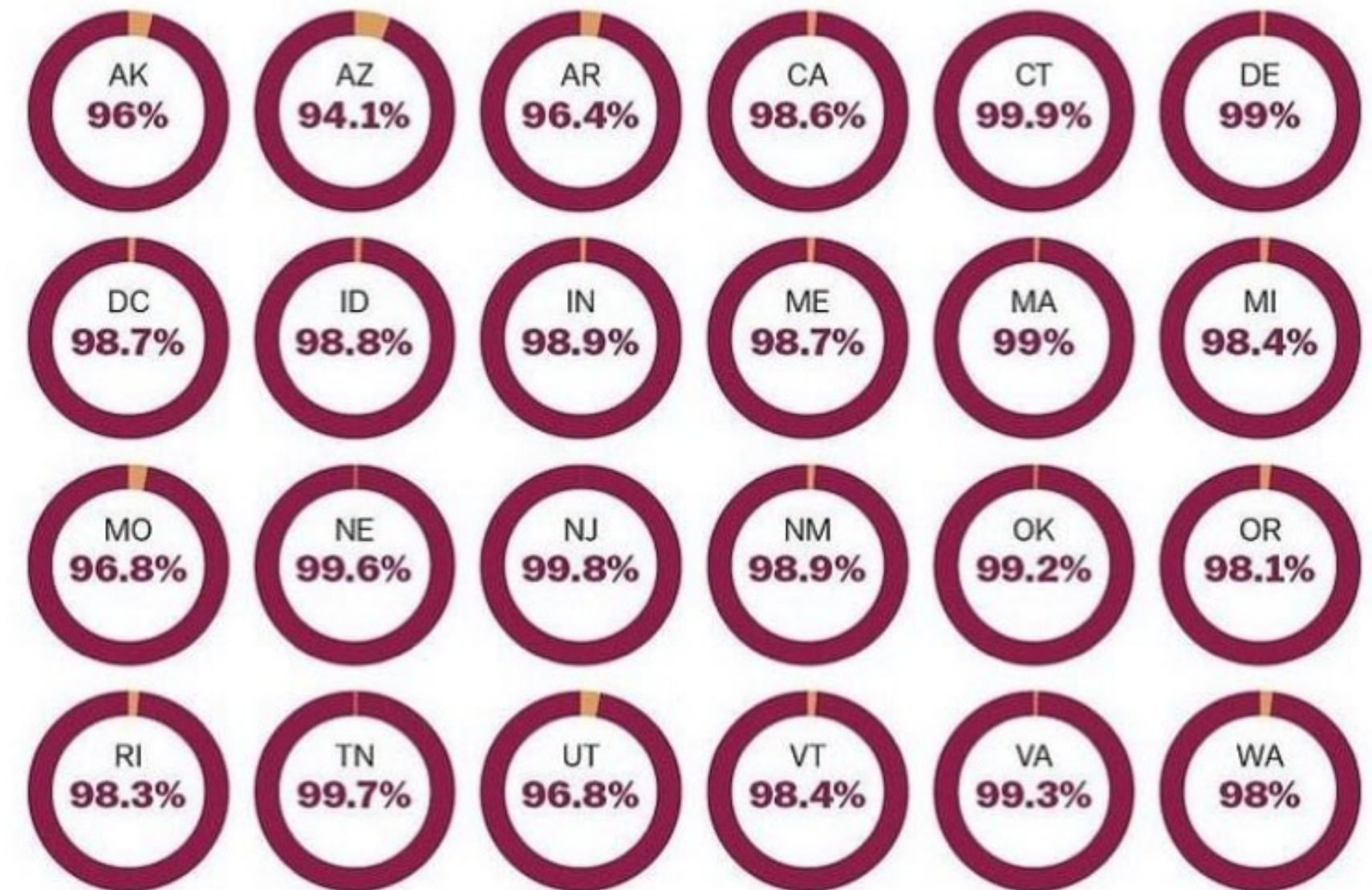
COVID Employee Vaccination Policy

Critical information

- Approximately 70% vaccination rate for last year's employees.
- 21-22 SY - 509 Employees. Many new roles and new employees.
- 162 (31%) employees are verified as vaccinated through their vaccination cards for the 21-22SY.

Breakthrough cases are not driving the US Covid-19 surge

■ Reported cases among not fully vaccinated ■ Reported cases among fully vaccinated



Source: Kaiser Family Foundation
Note: Case data in recent months, as of July



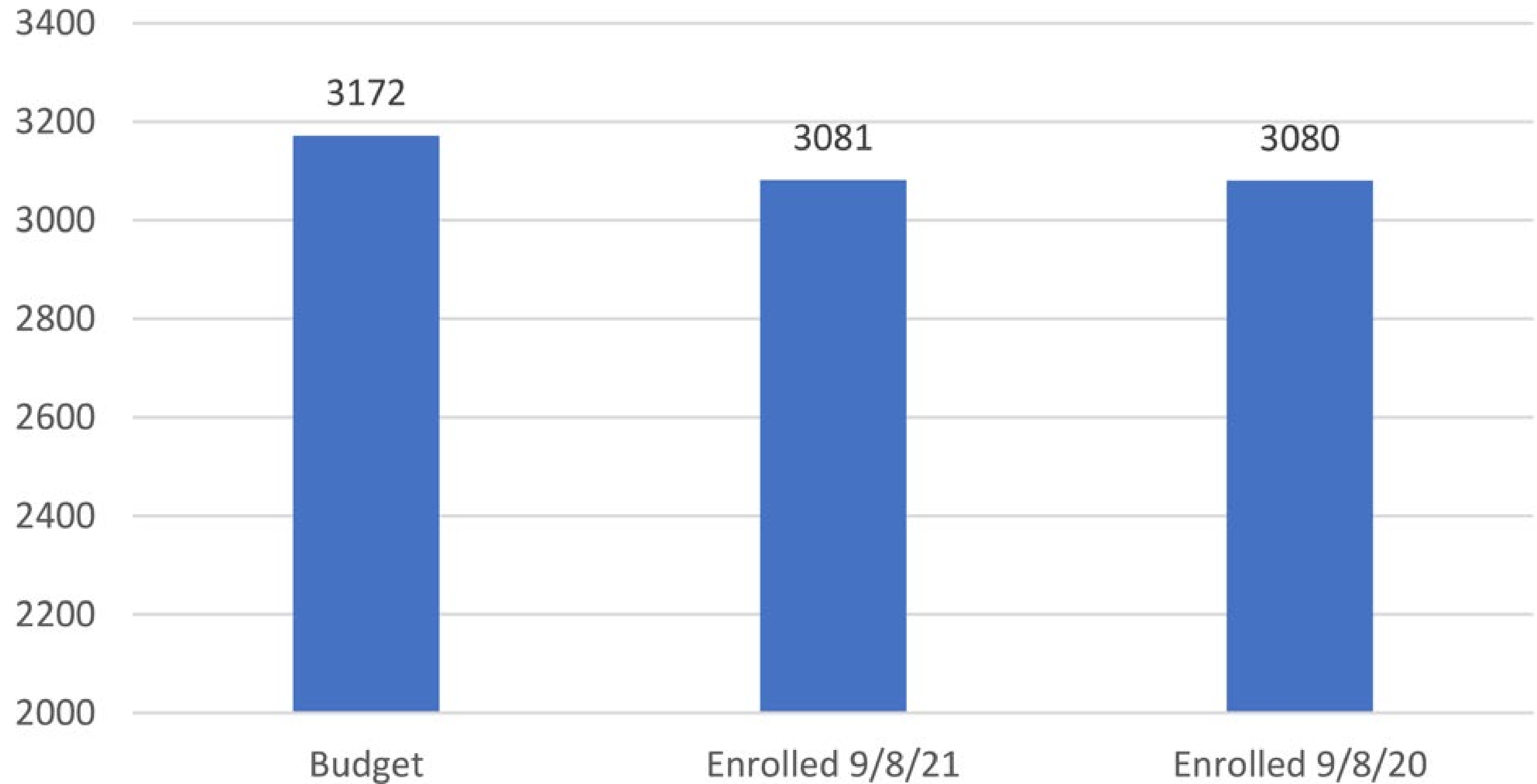
Positive cases

Data 8/9/21 – 9/3/21
All employee cases
were unvaccinated

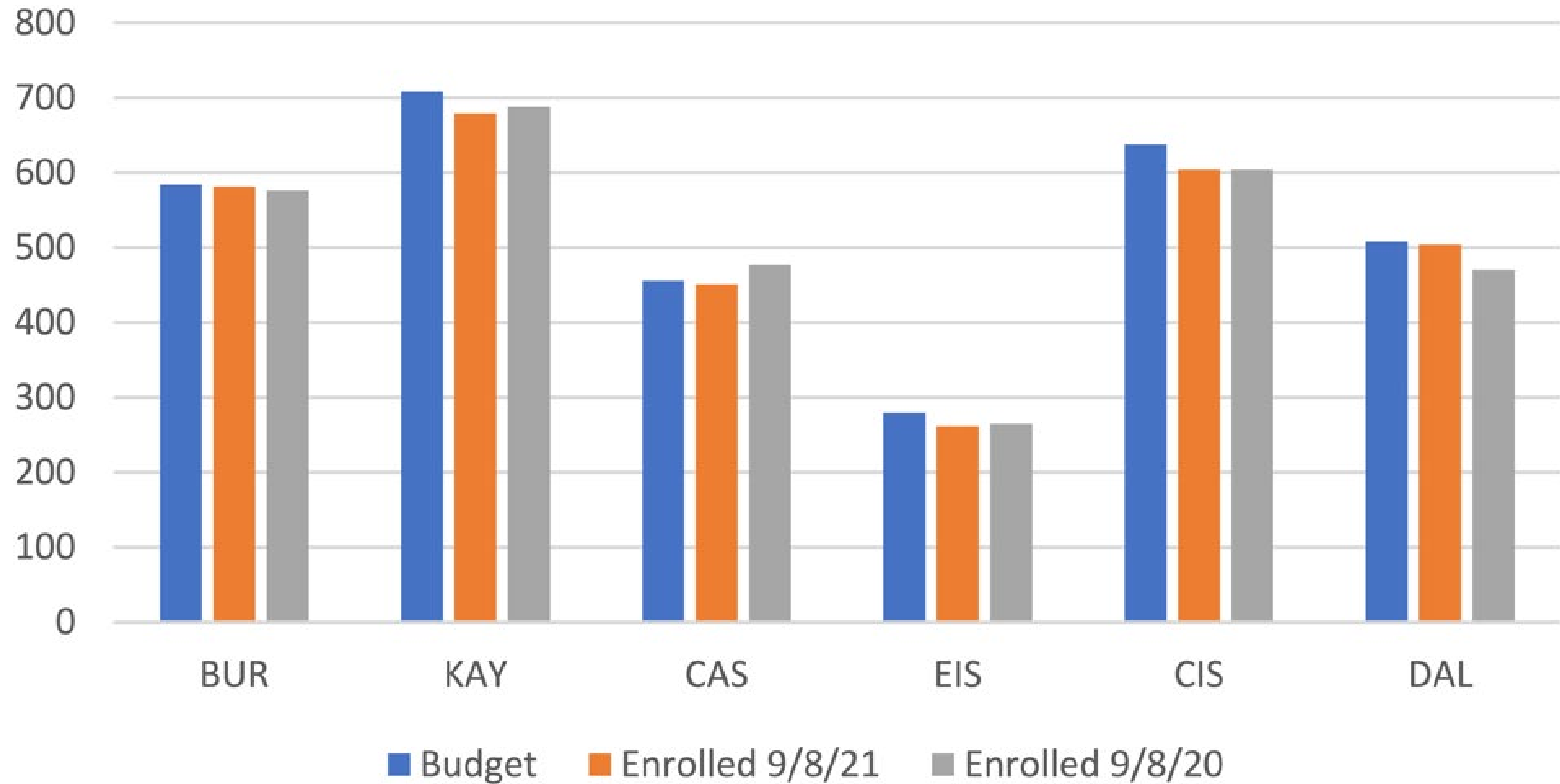
Site Name:	Total # of positive cases for students (since start of school)	Total # of positive case for staff (since start of school year)	Average # of days of quaranting for students and staff as a result of a positive covid result
Burlington	8	2	10
Castellanos	10	0	10
Cisneros	4	1	10
Dalzell Lance	5	0	10
EC	0	0	10
Eisner	1	1	10
Kayne Siart	5	0	10
TOTAL	33	4	

Enrollment Update

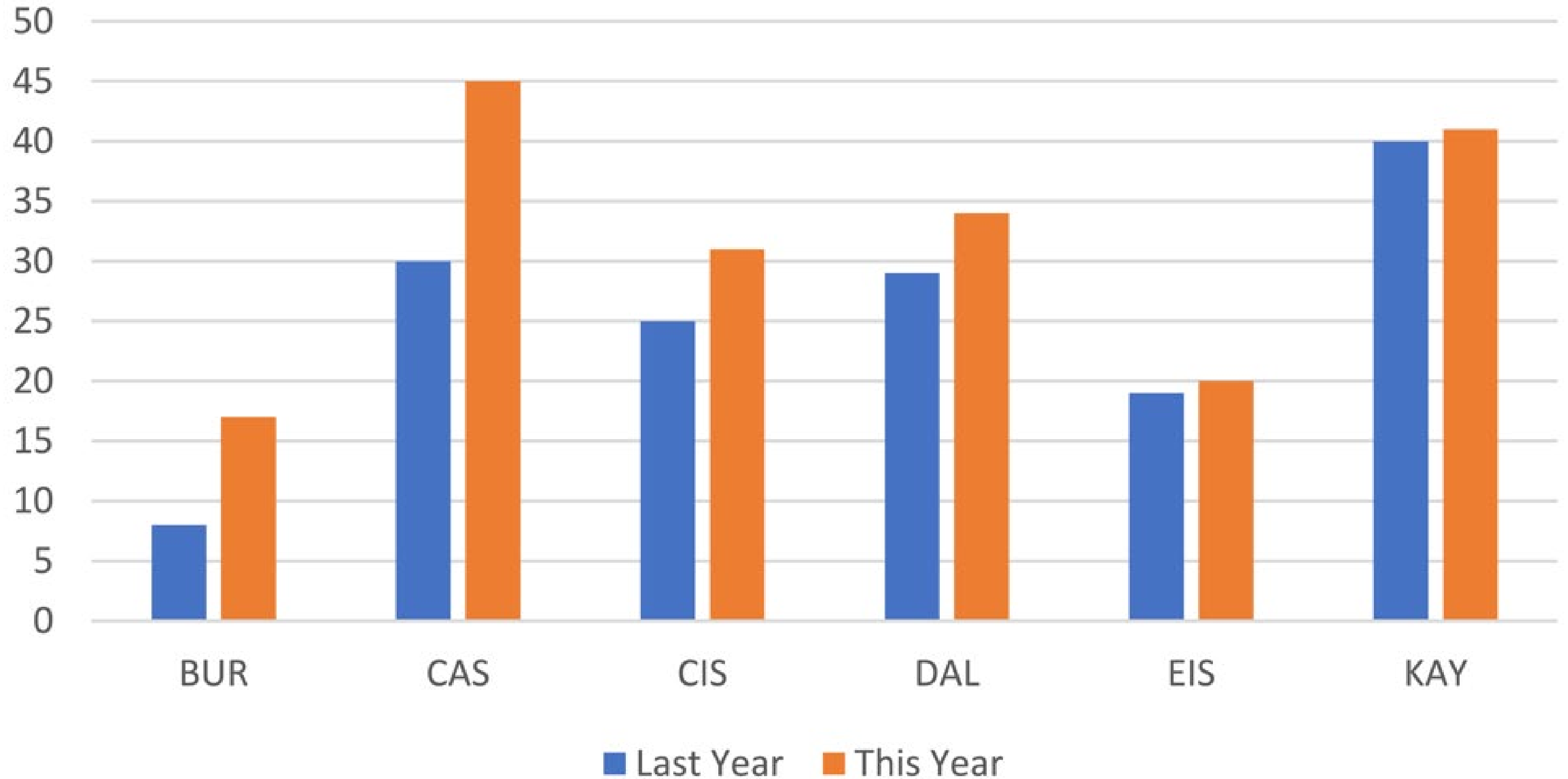
CNCA Enrollment - Budget, Current, Last Year



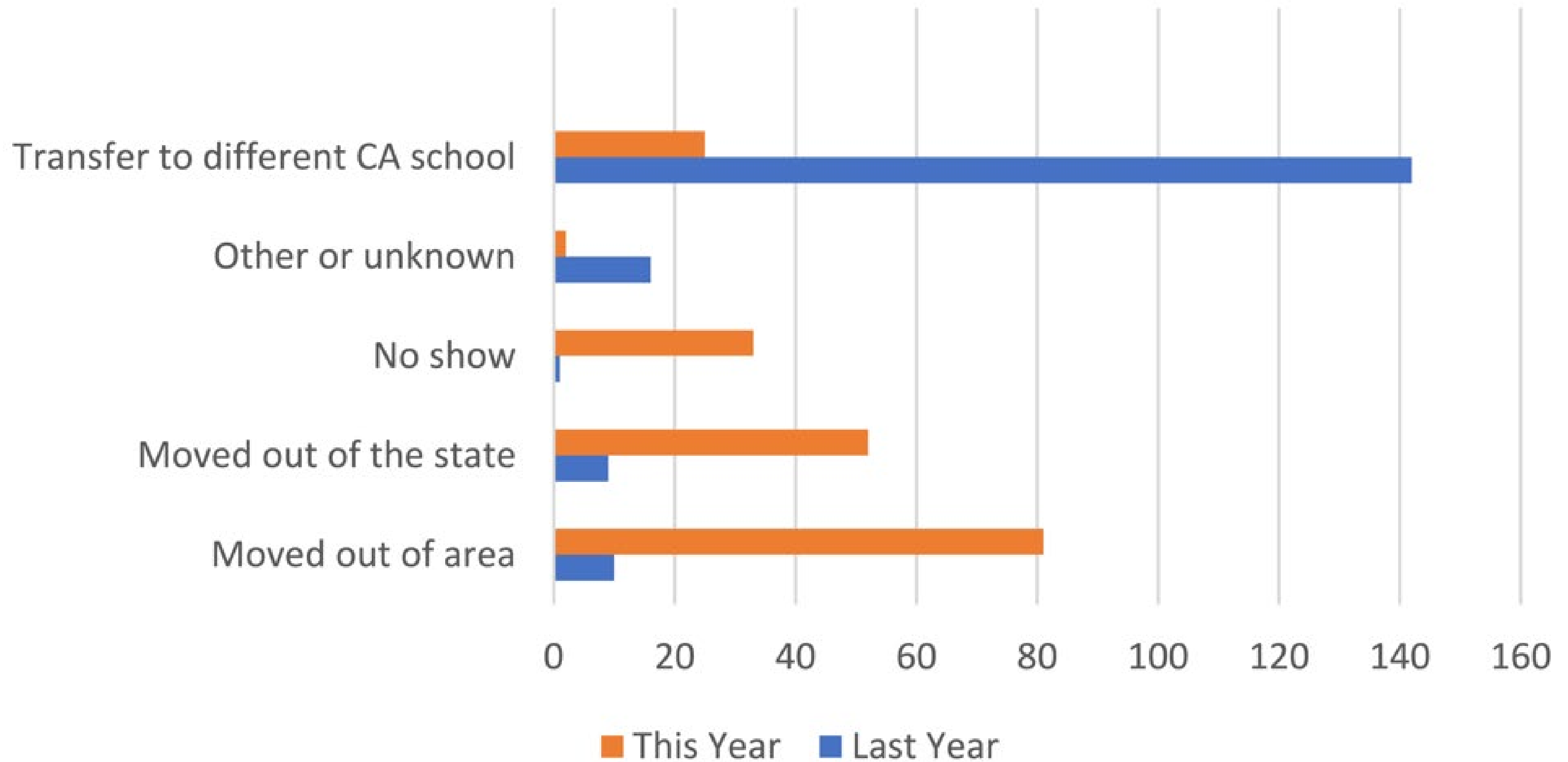
Enrollment-Budget, Current, and Last Year



Attrition Analysis by School



Attrition Analysis by Exit Code





3435 W. Temple Street
Los Angeles, CA 90026
Phone: 213-417-3400
Fax: 323-663-3132
www.caminonuevo.org

Reasonable Accommodation

I am seeking reasonable accommodation for CNCA/PNEDG COVID-19 Vaccine Policy. I seek this accommodation because:

- I have a disability or serious medical condition
- I object based on a sincerely held religious belief

Please attach a written statement from a licensed physician identifying a need for an accommodation due to a disability or serious medical condition. This statement must be submitted on the employee’s doctor’s office letterhead with the doctor’s printed name, license number, signature and date the statement is issued. Do not name or identify a diagnosis. The statement must certify that the patient cannot safely be vaccinated because of a disability or a serious medical condition.

Or

Please attach a written statement describing the religious belief or practice that necessitates this request for accommodation.

Employee Name: _____ School/Dept: _____

Date of request: _____

Immediate supervisor: _____

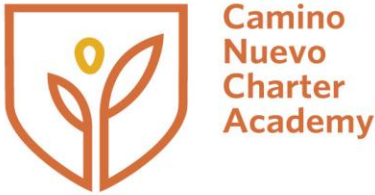
Length of time the accommodation is needed: _____

Describe any alternate accommodations that might address your needs:

I acknowledge and confirm that the above information is correct. I understand that the accommodation requested above may not be granted but CNCA/PNEDG will attempt to provide a reasonable accommodation that does not create an undue hardship on the organization. I understand that PNEDG/CNCA may need to obtain supporting documentation regarding my religious practice/beliefs/functional limitations to further evaluate my request for an accommodation.

I acknowledge that if my request for exemption is granted, I must submit to weekly COVID-19 testing and present the results timely to PNEG/CNCA until such time as this policy is discontinued.

Employee signature: _____ Date: _____



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COVID-19 VACCINATION POLICY

Purpose:

In accordance with Pueblo Nuevo Education Development Group (PNEDG) and Camino Nuevo Charter Academy's (CNCA) duty to provide and maintain a safe and healthy workplace, we are adopting this policy to protect the well-being of our employees, students, families and overall community from COVID-19, which may be mitigated through an effective vaccination program. This policy is intended to comply with all applicable laws and is based on guidance from the Centers for Disease Control and Prevention (CDC) and public health authorities, such as the California Department of Health, as applicable. This policy may be updated and/or revised based on such guidance.

Scope:

Effective **November 15, 2021**, all PNEDG and CNCA employees are required to be fully vaccinated against COVID-19. This COVID-19 vaccination requirement is a condition of continued employment at CNCA and PNEDG. CNCA and PNEDG Employees may apply to seek exemption from the COVID-19 vaccine requirement due to a medical condition or sincerely held religious belief. Employees not in compliance with this policy will be placed on unpaid leave until their employment status is determined by the human resources department.

Procedures

A. Process for Meeting Vaccination Requirement

The Human Resources Department will provide employees with information on where to obtain the COVID-19 vaccine and will be available to assist them. Such locations must provide Food and Drug Administration (FDA) authorized and recommended vaccines against COVID-19 infection as set forth by local health departments and/or Los Angeles County.

PNEDG/CNCA will pay for all required vaccinations as a condition of employment; COVID-19 vaccinations are free, whether an individual has health insurance or not. Vaccinations should be run through health insurance and be submitted for reimbursement where applicable.

For hourly staff, time travelling to and from the test or vaccination site, as well as the time to get the test or vaccination will be considered time worked. As such, non-exempt Employees should remain clocked in while travelling to, receiving, and travelling from the vaccination or testing site. CNCA/PNEDG will reimburse employees for the cost of the vaccination or test, if any. If an employee cannot work or telework after receiving the vaccine due to vaccine-related symptoms, they may be eligible to use paid sick leave.

Before the stated deadlines to be vaccinated have expired, employees will be required to provide either proof of vaccination or an approved reasonable accommodation to be exempted from the requirements.

B. Submission of Required Documents and Deadlines

All employees must be fully vaccinated by **November 15, 2021** and provide one of the following as proof of verification:

- a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- b) a photo of a Covid-19 Vaccination Record Card as a separate document; OR
- c) a photo of the employees Covid-19 Vaccination Record Card stored on a phone or electronic device; OR
- d) documentation of COVID-19 vaccination from a health care provider; OR
- e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, Covid-19 vaccine dates and Covid-19 vaccine type. The QR code must also confirm the vaccine record as an official record of the state of California; OR f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

The documentation noted above must be submitted to Janya Diaz, Human Resources Manager at Janya.Diaz@pueblonuevo.org. If you have already provided Janya with a vaccine verification outlined above, you do not need to take any action under this policy.

Please do not provide more information than is required above. Please do not submit any additional medical or family history information in response to this inquiry, including a reason for deciding to be vaccinated or not to be vaccinated.

The aforementioned documentation will be placed in a confidential file. Vaccination status will be tracked via a confidential record accessed by only key personnel who require such access. All documentation collected will be maintained in compliance with all applicable laws and CNCA's and PNEDG's policies and practices as pertaining to confidential records.

Requests for Reasonable Accommodation

Employees may seek exemption from this COVID-19 vaccine requirement only under the following circumstances:

- A.** The employee submits a written statement from a licensed physician identifying a need for accommodation due to the person's disability or serious medical condition. This statement must be submitted on the employee's doctor's office letterhead with the doctor's printed name, license number, signature and date the statement is issued.
- B.** The employee seeks accommodation based on a sincerely held religious belief

Employees seeking an exemption must complete the *Request for Accommodation: Medical Exemption from Vaccination or Religious Accommodation Request Form* and submit it to CNCA Human Resources at CNCAHumanResources@caminonuevo.org.

If CNCA/PNEDG determines that an employee cannot be vaccinated due to disability or a sincerely held religious belief, an accommodation process will commence to determine whether an accommodation can be provided which would eliminate or reduce this risk, so the unvaccinated employee does not pose a danger to the health and safety of others at the CNCA/PNEDG worksite. The accommodation process will determine whether an

accommodation exists to enable an employee to perform the “essential functions” of their job. The accommodation process initiates at the work site with the immediate supervisor. Essential functions vary by job class and therefore the process shall be case by case and may result in different outcomes in different cases. If a risk to the health and safety of others cannot be reduced to an acceptable level through a workplace accommodation, the employee may be excluded from physically entering the workplace. CNCA/PNEDG and employee will then determine if there are any available benefit time/leave provision.

Consultants, Outside Contractors, and Volunteers.

All consultants and contractors will be held to the same expectations stated in Purpose and Scope of this policy. Consultants and contractors must complete the following steps prior to commencing on-site services:

- 1) Submit a copy or photograph of proof of full vaccination against COVID-19;
- 2) If engaging in air travel, provide proof of a negative PCR test, completed within 72 hours of departure; and
- 3) Submit to a rapid antigen test upon arrival on a CNCA campus and receive a negative result prior to passing the front office.

Please direct any questions regarding this policy to the CNCA Human Resources Department.

Failure to Comply with Vaccination Requirement

Failure to comply with the mandate to be vaccinated and/or failure to provide the appropriate qualifying exemption documentation will result in termination of employment and immediate removal from PNEDG and CNCA campuses.



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COVID-19 VACCINATION REQUIREMENT FREQUENTLY ASKED QUESTIONS

1. Will CNCA/PNEDG require employees to be vaccinated?

Yes. As part our efforts to provide the safest possible environment in which to learn and work, all CNCA/PNEDG employees, Partners, Contractors and other adults who provide services on CNCA/PNEDG property will be mandated to be fully vaccinated against COVID-19 no later than **November 15, 2021** as a condition of continued employment/service.

2. What does “Fully-Vaccinated” mean?

“Fully-vaccinated” refers to an individual who has received the first and second doses of the vaccine (or, in the case of Johnson & Johnson, the single required dose) and has completed the two-week period that follows to ensure maximum immunity.

3. Will the CNCA/PNEDG allow employees time for getting vaccinated, for vaccine reaction, and protect the notification/privacy of appointments and vaccination status?

- Employees will:
 - Be allowed to be vaccinated during their workday (up to three hours) including travel time.
 - Be allowed time for vaccine reaction, to be determined on a case-by-case basis.
 - Be allowed to submit verifiable vaccination documentation from a health care provider.
 - Be allowed to take up to three hours during their work day to take a dependent to be vaccinated.
 - Notify their supervisor one day ahead (and secure a substitute if applicable) if they are scheduling an appointment during their workday.

4. What if an employee refuses to be vaccinated due to a disability/medical condition or sincerely held religious belief?

Although the CNCA/PNEDG is requiring vaccines for employees, CNCA/PNEDG will still engage in an interactive process to determine if a reasonable accommodation exists to permit an employee to continue working who cannot take the vaccine due to disability or sincerely held religious belief. To request an accommodation, please email CNCAHumanResources@caminonuevo.org to complete the necessary paperwork.

5. Do I have to be vaccinated if I am pregnant or breastfeeding?

Although, currently, there is no contraindication to the administration of the COVID-19 vaccine during pregnancy or if a person is breastfeeding, it is recommended that you consult with your doctor to determine whether or not you qualify for a medical exemption.

6. Where can I find educational information about the COVID-19 vaccine?

Vaccination information is available on the County of Los Angeles, Department of Public Health website at [LA County COVID-19 Vaccine - LA County Department of Public Health](#).

Additionally, you may find more information on the following websites:

- [Vaccines - Coronavirus COVID-19 Response \(ca.gov\)](#)
- [COVID-19 Vaccine \(ca.gov\)](#)
- [Vaccines for COVID-19 | CDC](#)

7. How can I get vaccinated?

Vaccines are available at hundreds of locations throughout LA County. Many locations do not require an appointment. To schedule an appointment, you can:

- Visit [VaccinateLACounty.com](#) and click on [“How to Get Vaccinated”](#) to find a location.
- Visit CVS Website: Click on <https://www.cvs.com/immunizations/covid-19-vaccine> to walk in or schedule a FREE COVID-19 vaccine at a CVS location near you
- Visit Walgreens website: Click on https://www.walgreens.com/findcare/vaccination/covid/19/landing?ban=covid_vaccine2_landing_schedule to schedule an appointment at a local Walgreens near you.

If you need assistance with scheduling an appointment, please contact the HR Team at CNCAHumanResources@caminonuevo.org.

8. Will CNCA/PNEDG continue COVID-19 testing after the vaccination policy goes into effect?

Yes. We will continue to provide free weekly COVID testing on school campuses for all students, employee, and vendors – both vaccinated and unvaccinated. If infection rates in our community decrease, testing frequency may be reduced, and exemptions for vaccinated individuals may be considered in accordance with medical guidance.

Students, staff, service providers, and volunteers be required to show a negative COVID test (whether from on-site testing or any source) at a frequency that is required by CNCA in order to access our school sites.

9. Do I have to be vaccinated if I have already had COVID-19?

Yes, you are still required to get vaccinated to be fully protected against getting COVID-19. According to the Los Angeles County Department of Public Health, it is recommended you get the vaccination as soon as your isolation is over, and your symptoms are gone.

Cover Sheet

June 2021 Financials

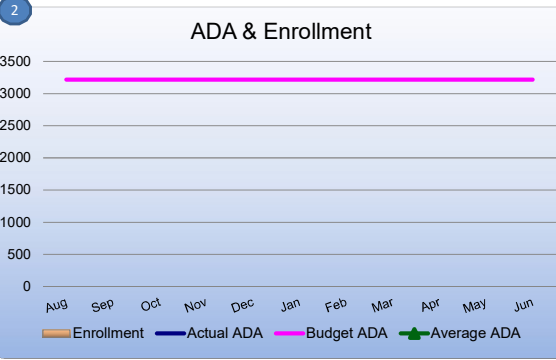
Section: VII. Financial Update
Item: A. June 2021 Financials
Purpose: FYI
Submitted by:
Related Material: 06.21 - CNCA Consolidated - Financial Packet.pdf

CAMINO NUEVO CHARTER ACADEMY - Financial Dashboard (June 2021)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



KEY POINTS

Due to school closures related to COVID-19, schools were funded on FY19-20 ADA. An exception was allowed for new schools and schools that budgeted growing enrollment during FY20-21. For growing schools, ADA was calculated based on enrollment on Census Day (Oct. 7th) at the state average ADA rate. All of Camino's charters were funded at FY19-20 P2 ADA with the exception of Burlington. As such, an increase of 2.44 ADA resulted for Burlington site.

Camino Nuevo ended the year with a net loss of \$3.2M. Loss is a result of CNHS Miramar closure and the resulting expense related to the Prop ID building. This was offset by the Prop ID loan being forgiven as a result of vacating the premises. The net impact of this is \$8.5M.

3 Average Daily Attendance Analysis

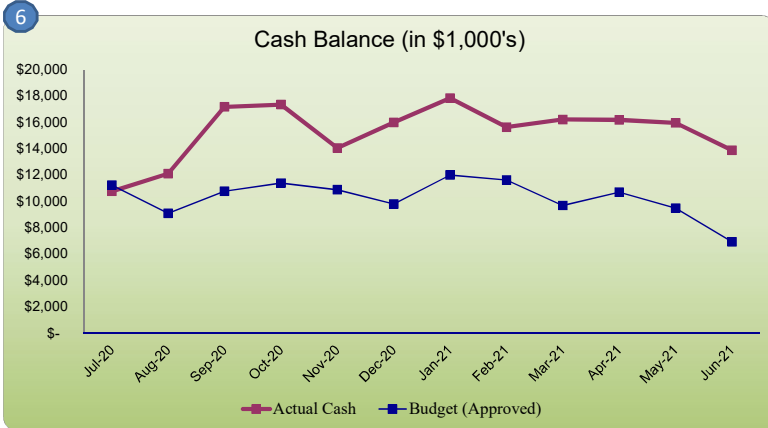
Category	P2	Budgeted P2	Better/(Worse)	Prior Month Forecast	Prior Year P2
Enrollment	3,367	3,374	(7)	3,374	3,374
ADA %	95.0%	95.0%	0.0%	95.3%	95.0%
Average ADA	3,218.84	3,216.40	2.44	3,216.40	3,216.40

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	95.3%	94.9%	-0.4%	96.9%
3-Year Average %	96.4%	96.3%	-0.1%	96.9%
District UPP C. Grant Cap	85.4%	85.2%	-0.2%	85.4%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. BUDGET		Historical	
	As of 06/30/21	FY 20-21 Budget	Variance B/(W)	FY 19-20	FY 18-19
Local Control Funding Formula	36,571,204	36,576,273	(5,069)	36,599,448	35,940,325
Federal Revenue	9,254,939	9,617,650	(362,711)	4,111,838	4,496,695
State Revenue	2,678,373	2,440,492	237,881	2,178,012	3,448,880
Other Local Revenue	11,810,872	2,397,099	9,413,772	2,594,054	2,707,106
Grants/Fundraising	267,713	101,470	166,243	290,775	232,077
TOTAL REVENUE	60,583,100	51,132,984	9,450,116	45,774,128	46,825,082
<i>Total per ADA</i>	18,821	15,898	2,924	14,231	14,340
<i>w/o Grants/Fundraising</i>	18,738	15,866	2,872	14,141	14,269
Certificated Salaries	14,204,705	14,844,568	639,863	14,590,028	15,370,887
Classified Salaries	3,996,093	4,168,986	172,893	4,074,554	4,281,418
Benefits	5,195,299	5,716,708	521,409	5,451,944	5,595,193
Student Supplies	5,532,738	6,004,156	471,418	2,840,804	3,293,053
Operating Expenses	32,779,647	15,766,746	(17,012,900)	15,850,766	18,681,487
Other	2,058,565	1,935,620	(122,945)	1,996,297	1,886,848
TOTAL EXPENSES	63,767,046	48,436,783	(15,330,263)	44,804,393	49,108,885
<i>Total per ADA</i>	19,811	15,059	(4,751)	13,930	15,039
NET INCOME / (LOSS)	(3,183,947)	2,696,200	(5,880,147)	969,735	(2,283,803)
OPERATING INCOME	(1,511,103)	4,246,099	(5,757,202)	2,564,627	(811,297)
EBITDA	(1,125,381)	4,631,821	(5,757,202)	2,966,033	(396,956)



Year-End Cash Balance

Actual	Budget	Variance
13,877,874	6,943,857	6,934,017

7 Balance Sheet

Balance Sheet	6/30/2020	5/31/2021	6/30/2021 Actual
Assets			
Cash, Operating	10,771,361	15,969,079	13,877,874
Cash, Restricted	0	0	0
Accounts Receivable	4,974,462	89,572	8,076,064
Due From Others	198,461	201,167	185,032
Other Assets	359,888	141,818	305,180
Net Fixed Assets	58,120,694	57,604,194	39,997,763
Total Assets	74,424,866	74,005,830	62,441,913
Liabilities			
A/P & Payroll	3,054,300	1,252,704	2,018,499
Due to Others	1,701,100	881,434	2,436,714
Deferred Revenue	19,000	0	1,588,033
Total Debt	20,693,733	19,647,279	10,625,881
Total Liabilities	25,468,133	21,781,417	16,669,127
Equity			
Beginning Fund Bal.	47,986,997	48,956,733	48,956,733
Net Income/(Loss)	969,735	3,267,681	(3,183,947)
Total Equity	48,956,733	52,224,413	45,772,786
Total Liabilities & Equity	74,424,866	74,005,830	62,441,913

Available Line of Credit

Available Line of Credit			
Days Cash on Hand	91	134	82
Cash Reserve %	24.9%	36.8%	22.3%





CAMINO NUEVO CHARTER ACADEMY Financial Analysis June 2021

Net Income

Camino Nuevo Charter Academy had a net loss of (\$3.18M) in FY20-21 compared to \$2.70M in the board approved budget. Reasons for this negative \$5.88M variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of June 30, 2021, the school's cash balance was \$13.88M, which represents a 22% reserve.

As of June 30, 2021, the Accounts Receivable balance was \$8.08M, up from \$90K in the previous month, due to the recording of FY20-21 revenue not received as of June 30, 2021.

As of June 30, 2021, the Accounts Payable balance, including payroll liabilities, totaled \$2.02M, compared to \$1.25M in the prior month.

As of June 30, 2021, CNCA had a debt balance of \$10.63M compared to \$19.65M in the prior month. Decrease is due to the write-off of the Prop ID CNHS loan. The remaining debt balance is a \$10.63M 3rd St/Prop 55 Long-Term loan due back to the State.

Income Statement

Revenue

Total revenue for FY20-21 is \$60.58M, which is \$9.45M or 18.5% over budgeted revenue of \$51.13M.

Object Code 8221: Federal Nutrition Revenue is \$1.15M lower than budget. Due to school closures related to COVID-19, participation rates for the school nutrition program are lower than budgeted. Reduced revenue is offset by decreased nutrition food expenses (**Object 4711**).

Object Code 8299: All Other Federal Revenue is \$746K over budget due to a large ESSER funded expenditure done at the end of June.

Object Code 8520: State Nutrition Revenue is \$82K under budget. Due to school closures related to COVID-19, participation rates for the school nutrition program are lower than budgeted. Reduced revenue is offset by decreased nutrition food expenses (**Object 4711**).

Object Code 8560: State Lottery funds are \$143K over budget based on final quarter projections.

Object Code 8591: SB740 revenue is \$116K over budget. Based on projections from the CSFA, over subscriptions to this program will most likely cause rent reimbursement to be about 10% underfunded, which is lower than the 20% previously projected.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.



Object Code 8694: In Kind Donations are \$108K over budget largely due to a \$93K See's Candy Donation received by the Dalzell Lance site. This is offset by Fundraising Expense (**Object Code 5865**).

Object Code 8697: E-Rate is \$135K over budget, this is offset by reduced Internet expense (**Object Code 5921**) as well as increased equipment expense.

Object Code 8698: SELPA Grants are \$149K over budget based on Round 1 & 2 of STEP grants awarded to the charter schools.

Object Code 8699: All Other Local Revenue is \$9.05M over budget largely due to the write-off of the Prop ID loan at the Miramar site.

Object Code 8999: Prior Year revenue is expected to \$193K over largely due to \$114K of SMAA funds and \$41k of additional FY19-20 nutrition funds provided by CARES act.

Expenses

Total expenses for FY20-21 are \$63.77M, which is \$15.33M or 31.7% over budgeted expenditures of \$48.44M.

Object Code 1170: Substitute Teacher Salaries is \$105K under budget.

Object Code 1299: Certificated Pupil Support expense is \$260K under budget as a result of multiple open positions for the SpED Program.

Object Code 2200: Classified Support salaries are \$103K under budget as a result of open nurse or custodian positions across sites during the year.

Object Code 3401: Health & Welfare expense is \$224K under budget based on open enrollment employee elections as well as open positions.

Object Code 3601: Workers' Compensation expense is \$114K under budget based on final policy details.

Object Code 4371: Custodial Supplies are \$204K under budget due to the reclassification of personal protective equipment from custodial supplies to all other supplies **Object 4390**.

Object Code 4411: Non Capitalized Equipment is \$810K over budget as a result of a large ESSER tech purchase at the end of June. This is offset by increased ESSER funds as noted above.

Object Code 4711: Nutrition Program Food expense is \$1.26M under budget due to school closures related to COVID-19 and commodity credits received. Impact of school closure is offset by decreased nutrition revenue (**Object Code 8220, 8520**).

Object Code 5511: Utilities expense is \$155K under budget based on lower trends as a result of school closures.

Object Code 5531: Housekeeping Services expense is \$188K under budget due to decreased services needed during school closures.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.



Object Code 5821: Legal Service expense is \$76K over budget as a result of SpED legal expenses incurred.

Object Code 5841: Contracted Substitute Teachers expense is \$187K over budget as a result of additional substitute usage across the charter schools. This is offset by savings in teacher salaries due to teachers on leave or vacant positions.

Object Code 5842: Special Education Services expense is \$719K under budget based on a lower billing trend for special education invoices. This is largely due to decreased or different services being able to be provided in a remote setting.

Object Code 5849: Other Student Instructional Services expense is \$450K under budget largely due to the reclassification of consultant expenses from this line item to Special Education Consultants (Object 5842), PD Expense (**Object Code 5852**), and Other Consultants (**Object 5859**).

Object Code 5865: Fundraising Cost expense is \$96K over budget. As mentioned above, Dalzell Lance received \$93K See's Candy In-kind Donation.

Object Code 5899: Other expenses are \$17.99M over budget as a result of the expensing of the Miramar building asset upon vacating of the premises. This is partially offset by the forgiveness of the Prop ID loan noted above.

ADA

Budgeted average ADA for FY20-21 is 3216.40 based on an enrollment of 3374 and a 95.0% attendance rate.

The June financials reflect an ADA of 3218.84 based on an enrollment of 3367 and a 95.0% attendance rate.

Due to school closures related to COVID-19, schools were funded on FY19-20 ADA. An exception was allowed for new schools and schools that budgeted growing enrollment during FY20-21. For growing schools, ADA can be calculated based on enrollment on Census Day (Oct. 7th) at the state average ADA rate. All of Camino's charters were funded at FY19-20 P2 ADA with the exception of Burlington. As such, an increase of 2.44 ADA resulted for the Burlington site.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.

CAMINO NUEVO CHARTER ACADEMY
 2020-21 Cash Flow Forecast
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		Actuals as of 6/30/2021														FORECAST		
		# of months remaining in FY														Budget Variance		
		12	11	10	9	8	7	6	5	4	3	2	1			Jul-20	Jun-21	% Better / (Worse)
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1					
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1						
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL			
		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Accrual				
2020-21																		
2020-21																		
Budget																		
Trend																		
Total 8600-8799 - Other Income-Local		2,498,569	2,673,511															
Prior Year Adjustments		-	-															
8999 Other Prior Year Adjustment		-	192,553															
Total Prior Year Adjustments		-	192,553															
TOTAL INCOME		51,132,984	49,293,727															
Expense																		
1000 - Certificated Salaries																		
1110 Teachers' Salaries		10,246,872	10,358,755															
1120 Teachers' Hourly		32,329	40,411															
1170 Teachers' Salaries - Substitute		340,184	340,127															
1175 Teachers' Salaries - Stipend/Extra Duty		510,524	606,419															
1211 Certificated Pupil Support - Librarians		-	-															
1213 Certificated Pupil Support - Guidance & Counseling		-	-															
1215 Certificated Pupil Support - Psychologist		355,000	355,000															
1299 Certificated Pupil Support - Other		669,791	710,734															
1300 Certificated Supervisors' & Administrators' Salaries		2,689,869	2,747,757															
1900 Other Certificated Salaries		-	-															
Total 1000 - Certificated Salaries		14,844,568	15,159,201															
2000 - Classified Salaries																		
2111 Instructional Aide & Other Salaries		1,321,641	1,355,521															
2121 After School Staff Salaries		-	-															
2131 Classified Teacher Salaries		139,235	137,567															
2200 Classified Support Salaries		630,826	630,254															
2300 Classified Supervisors' & Administrators' Salaries		-	4,000															
2400 Classified Office Staff Salaries		1,125,018	1,142,915															
2900 Other Classified Salaries		952,267	985,252															
Total 2000 - Classified Salaries		4,168,986	4,255,509															
3000 - Employee Benefits																		
3111 STRS - State Teachers Retirement System		2,397,398	2,448,211															
3212 PERS - Public Employee Retirement System		862,980	880,890															
3213 PARS - Public Agency Retirement System		-	-															
3311 OASDI - Social Security		258,477	263,842															
3331 MED - Medicare		275,697	281,513															
3401 H&W - Health & Welfare		1,601,676	1,613,916															
3501 SUI - State Unemployment Insurance		9,507	9,710															
3601 Workers' Compensation Insurance		310,974	317,712															
3751 OPEB, Active Employees		-	-															
3901 Other Retirement Benefits		-	-															
3902 Other Benefits		-	-															
Total 3000 - Employee Benefits		5,716,708	5,815,794															
4000 - Supplies																		
4111 Core Curricula Materials		125,459	160,446															
4211 Books & Other Reference Materials		44,504	43,573															
4311 Student Materials		671,253	689,652															
4351 Office Supplies		107,400	102,900															
4371 Custodial Supplies		554,988	497,269															
4391 Food (Non Nutrition Program)		10,920	8,910															
4392 Uniforms		16,000	11,500															
4393 PE & Sports Equipment		13,900	21,101															
4395 Before & After School Program Supplies		-	-															
4399 All Other Supplies		156,852	248,539															
4390 Other Supplies		197,672	290,050															
4411 Non Capitalized Equipment		2,347,423	1,499,685															
4711 Nutrition Program Food & Supplies		1,955,456	718,295															
4713 CACFP Supper Food & Supplies		-	-															
Total 4000 - Supplies		6,004,156	4,001,870															
5000 - Operating Services																		
5211 Travel & Conferences		19,217	26,287															
5311 Dues & Memberships		68,978	68,908															

CAMINO NUEVO CHARTER ACADEMY

2020-21 Cash Flow Forecast

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		Actuals as of 6/30/2021																
		# of months remaining in FY																
		12	11	10	9	8	7	6	5	4	3	2	1					
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1					
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1						
	2020-21	2020-21	ACTUAL												ACTUAL	FORECAST	Budget Variance	
	Budget	Trend	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Accrual	Jul-20 - Jun-21	Better / (Worse)	% Better / (Worse)
Change in Prepaid Expenditures	(373,682)	54,708	347,315	-	-	(964)	(20,231)	(51,744)	(13,908)	7	(4,405)	(35,721)	(2,281)	(163,362)	-	54,708	428,390	-
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Deferred Revenue	-	1,569,033	(19,000)	-	-	-	-	-	-	-	-	-	-	-	-	1,569,033	1,569,033	-
Depreciation Expense	1,549,899	(2,802,398)	137,420	132,419	132,515	130,767	140,043	142,430	140,989	141,708	142,431	142,237	142,149	(4,327,506)	-	(2,802,398)	(4,352,297)	-
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	(58,948)	20,925,329	(22,988)	(5,596)	(14,932)	(3,596)	(652,771)	(181,129)	(4,815)	(60,614)	(47,916)	(14,251)	-	21,933,937	-	20,925,329	20,984,277	-
Cash Flow from Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	(414,454)	(10,067,852)	-	-	(564,626)	-	-	-	-	-	(191,523)	-	(290,306)	(9,021,398)	-	(10,067,852)	(9,653,398)	-
Ending Cash Balance	6,943,857	28,085,748	10,775,635	12,120,099	17,192,712	17,353,643	14,060,127	16,008,166	17,851,035	15,644,024	16,225,667	16,205,607	15,969,079	13,877,874	13,877,874	13,877,874	6,934,017	-

CAMINO NUEVO CHARTER ACADEMY
FY20-21 BUDGET SUMMARY
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	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated		
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	
Enrollment	584	577	708	708	470	470	264	264	734	734	637	637	260	260	451	451	-	-	3,374	3,367	
ADA	548.65	551.09	670.18	670.18	459.07	459.07	260.12	260.12	719.19	719.19	606.12	606.12	245.31	245.31	426.95	426.95	-	-	3,216.40	3,218.84	
ADA %	95%	96%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	-	-	95%	95%	
UPP	100%	100%	95%	95%	99%	99%	97%	97%	98%	98%	92%	92%	97%	97%	98%	96%	0%	0%	97%	97%	
Income																					
8011-8098 - Local Control Funding Formula Sources																					
8011 Local Control Funding Formula	3,426,214	3,236,904	4,095,615	3,837,583	2,918,524	2,679,455	1,542,547	1,518,344	4,461,070	4,197,799	3,686,195	3,454,458	1,888,385	1,642,652	4,171,250	4,152,487	-	-	21,728,729	20,521,883	
8012 Education Protection Account	1,036,924	1,239,275	1,270,507	1,517,737	863,851	1,021,962	489,479	579,106	1,353,330	1,601,068	1,146,990	1,366,976	553,381	797,726	85,390	85,390	-	-	5,446,521	6,608,172	
8019 Local Control Funding Formula - Prior Year	-	68,143	-	83,229	-	57,001	-	32,301	-	89,302	-	75,289	-	30,455	-	53,028	-	-	-	399,446	
8096 In Lieu of Property Taxes	1,603,616	1,616,426	1,958,829	1,965,697	1,341,788	1,346,492	760,289	762,955	2,102,077	2,109,447	1,771,592	1,777,804	717,002	719,518	1,247,907	1,252,283	-	-	9,401,023	9,441,175	
8098 In Lieu of Property Taxes, Prior Year	-	(68,143)	-	(83,229)	-	(57,002)	-	(32,301)	-	(89,302)	-	(75,315)	-	(30,455)	-	(53,028)	-	-	-	(399,472)	
Total 8011-8098 - Local Control Funding Formula Sources	6,066,754	6,092,605	7,324,951	7,321,017	5,124,163	5,047,909	2,792,314	2,860,405	7,916,478	7,908,314	6,604,776	6,599,212	3,158,768	3,159,896	5,504,546	5,490,160	-	-	36,576,273	36,571,204	
8100-8299 - Federal Revenue																					
8181 Special Education - Federal (IDEA)	113,730	112,369	138,922	136,650	95,161	93,603	53,920	53,041	149,081	146,644	125,643	123,589	50,850	50,018	88,502	87,054	-	-	666,728	656,324	
8221 Child Nutrition - Federal	417,524	237,693	363,394	87,359	289,364	135,943	125,972	2,188	415,336	138,131	240,239	80,798	103,062	19,800	225,415	49,931	-	-	1,764,970	613,712	
8223 CACFP Supper	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8291 Title I	317,758	329,984	278,440	297,324	229,436	238,386	130,012	135,084	359,448	373,470	264,892	275,084	162,660	153,458	205,249	213,147	-	-	1,588,447	1,642,467	
8292 Title II	30,699	29,418	37,047	34,179	27,324	24,833	15,483	14,072	42,807	38,905	31,378	29,970	13,715	12,321	23,453	22,506	-	-	179,099	167,299	
8294 Title III	35,578	37,507	25,854	27,256	32,718	29,564	11,211	16,750	43,930	46,310	22,880	24,120	7,093	7,477	9,038	9,527	-	-	144,373	152,197	
8295 Title IV, SSAE	23,704	24,324	20,771	21,314	17,115	17,563	10,000	9,952	27,115	27,515	19,760	20,277	12,277	12,451	15,311	15,712	-	-	118,938	121,593	
8296 Title IV, PCSGP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8297 Facilities Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8299 All Other Federal Revenue	895,542	990,283	1,037,287	1,186,764	713,487	881,341	399,019	417,490	1,112,506	1,298,831	911,251	1,063,287	454,070	454,971	744,439	907,210	-	-	5,155,095	5,901,347	
Total 8100-8299 - Other Federal Income	1,834,535	1,761,578	1,901,715	1,790,846	1,404,605	1,421,228	745,618	648,578	2,150,222	2,069,806	1,616,043	1,617,126	803,727	710,497	1,311,407	1,305,087	-	-	9,617,650	9,254,939	
8300-8599 - Other State Revenue																					
8520 Child Nutrition - State	32,072	18,990	25,032	6,875	21,039	10,721	9,473	159	30,512	10,880	18,520	6,619	7,645	1,636	17,639	4,118	-	-	131,420	49,118	
8550 Mandate Block Grant	9,252	9,250	11,301	11,299	7,741	7,740	4,386	4,386	12,127	12,126	10,221	10,219	11,498	10,011	20,011	20,011	-	-	74,409	74,403	
8561 State Lottery - Non Prop 20	82,298	93,533	100,527	113,743	68,861	77,913	39,018	44,148	107,879	122,061	90,918	102,871	36,797	41,634	64,043	72,462	-	-	482,460	546,303	
8562 State Lottery - Prop 20	26,884	40,577	32,839	49,345	22,494	33,801	12,746	19,153	35,240	52,954	29,700	44,629	12,020	18,062	20,921	31,436	-	-	157,604	237,004	
8560 Lottery Revenue	109,181	134,110	133,366	163,088	91,355	111,715	51,764	63,300	143,119	175,015	120,618	147,499	48,817	59,696	84,963	103,898	-	-	640,064	783,307	
8587 State Grant Pass-Through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8591 SB740	295,637	354,764	-	-	-	-	-	-	131,357	147,776	131,357	147,776	-	-	319,767	359,738	-	-	746,761	862,279	
8592 State Mental Health	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8593 After School Education & Safety	139,137	177,559	177,559	177,559	177,559	177,559	-	-	177,559	177,559	41,666	53,172	-	-	-	-	-	-	535,922	585,849	
8594 Supplemental Categorical Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8599 State Revenue - Other	51,703	56,879	62,507	68,831	43,101	43,101	24,423	24,423	67,524	67,524	56,365	56,365	26,949	26,949	46,868	46,868	-	-	311,916	323,416	
Total 8300-8599 - Other State Income	636,982	751,553	409,765	427,653	340,795	350,836	221,403	240,045	562,198	590,880	247,390	273,874	94,909	99,779	489,249	534,634	-	-	2,440,492	2,678,373	
8600-8799 - Other Local Revenue																					
8631 Sale of Equipment & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8650 Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8660 Interest & Dividend Income	24,000	16,230	18,000	9,877	17,490	8,898	7,500	5,042	24,990	13,941	15,000	10,180	-	4,330	18,000	8,545	-	-	99,990	63,104	
8662 Net Increase (Decrease) in Fair Value of Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8681 Intra-Agency Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8682 Childcare & Enrichment Program Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8689 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8692 Grants	15,500	15,232	22,470	21,875	10,500	-	-	37,375	10,500	37,375	25,000	41,350	-	-	25,000	26,165	-	-	98,470	141,997	
8694 In Kind Donations	-	-	-	-	-	15,000	-	-	-	15,000	-	-	-	-	-	92,732	-	-	-	107,732	
8695 Contributions & Events	-	3,520	-	4,950	-	3,017	-	1,002	-	4,020	-	963	-	4,317	-	110	-	-	-	17,879	
8696 Other Fundraising	-	-	-	105	-	-	-	-	-	-	-	-	3,000	-	-	-	-	-	3,000	105	
8697 E-Rate	13,440	34,472	14,776	41,373	14,776	46,497	14,776	17,372	29,552	63,869	14,776	35,049	16,741	22,203	16,741	44,208	-	-	106,025	241,173	
8698 SELPA Grants	-	16,445	80,000	133,798	-	21,696	-	12,294	-	33,990	-	19,280	-	4,587	-	20,663	-	-	80,000	228,763	
8699 All Other Local Revenue	-	7,651	-	8,010	-	2,499	-	393	-	2,892	-	7,070	-	9,023,315	-	6,891	-	-	-	9,055,828	
8792 Transfers of Apportionments - Special Education	360,106	347,463	439,873	422,542	301,311	289,431	170,730	164,010	472,040	453,441	397,827	382,152	161,009	154,666	280,229	269,187	-	-	2,111,084	2,029,451	
Total 8600-8799 - Other Income-Local	413,046	441,014	575,119	642,529	344,077	387,038	193,006	237,489	537,082	624,526	452,603	496,044	180,750	9,213,417	339,969	468,500	-	-	2,498,569	11,886,031	
Prior Year Adjustments																					
8999 Other Prior Year Adjustment	-	35,245	-	41,763	-	37,308	-	14,483	-	51,791	-	28,967	-	14,235	-	20,553	-	-	-	192,553	
Total Prior Year Adjustments	-	35,245	-	41,763	-	37,308	-	14,483	-	51,791	-	28,967	-	14,235	-	20,553	-	-	-		

CAMINO NUEVO CHARTER ACADEMY
FY20-21 BUDGET SUMMARY
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	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated		
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	
1211 Certificated Pupil Support - Librarians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1213 Certificated Pupil Support - Guidance & Counseling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1215 Certificated Pupil Support - Psychologist	58,510	58,757	71,474	71,776	48,249	49,148	27,746	27,863	75,994	77,011	77,341	64,888	26,168	26,279	45,512	45,704	-	-	355,000	344,415	
1299 Certificated Pupil Support - Other	113,759	60,401	138,965	129,581	85,516	50,523	79,859	28,643	165,375	79,166	112,328	66,703	50,878	27,014	88,487	46,983	-	-	669,791	409,848	
1300 Certificated Supervisors' & Administrators' Salaries	411,775	427,702	412,901	411,582	379,281	397,935	260,761	262,136	640,043	660,071	403,979	414,797	278,118	306,185	543,052	536,271	-	-	2,689,869	2,756,608	
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 1000 - Certificated Salaries	2,399,944	2,330,631	2,890,954	2,674,386	1,981,415	1,819,894	1,159,417	1,090,915	3,140,832	2,910,809	2,732,842	2,651,179	1,293,225	1,338,110	2,386,771	2,299,590	-	-	14,844,568	14,204,705	
2000 - Classified Salaries																					
2111 Instructional Aide & Other Salaries	313,298	260,689	294,306	305,506	177,415	175,153	20,559	35,138	197,974	210,291	322,002	312,350	94,861	89,030	99,201	87,352	-	-	1,321,641	1,265,217	
2121 After School Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	1,085	-	-	-	-	-	-	-	-	1,085
2131 Classified Teacher Salaries	112,456	37,273	-	4,000	26,779	30,803	-	2,200	26,779	33,003	-	1,875	-	-	-	-	-	-	139,235	76,151	
2200 Classified Support Salaries	107,252	105,207	135,624	96,755	96,823	78,671	52,421	51,537	149,243	130,208	81,153	57,062	81,862	65,707	75,692	72,887	-	-	630,826	527,824	
2300 Classified Supervisors' & Administrators' Salaries	-	-	-	1,000	-	-	-	-	-	-	-	-	2,258	-	-	-	-	-	-	-	3,258
2400 Classified Office Staff Salaries	163,629	162,727	178,370	162,036	174,027	169,761	122,541	117,009	296,568	286,770	183,582	179,442	132,959	177,916	169,909	175,836	-	-	1,125,018	1,144,726	
2900 Other Classified Salaries	157,448	152,600	177,941	189,224	132,692	144,687	82,352	76,116	215,044	220,803	235,176	226,505	45,518	35,805	121,139	152,895	-	-	952,267	977,831	
Total 2000 - Classified Salaries	854,082	718,495	786,242	758,520	607,735	599,075	277,873	282,000	885,608	881,075	821,914	780,576	355,199	368,457	465,941	488,969	-	-	4,168,986	3,996,093	
3000 - Employee Benefits																					
3111 STRS - State Teachers Retirement System	387,591	362,789	466,889	425,530	319,999	277,091	187,246	172,454	507,244	449,545	441,354	422,757	208,856	201,115	385,463	369,297	-	-	2,397,398	2,231,033	
3212 PERS - Public Employee Retirement System	176,795	156,186	162,752	154,063	125,801	131,944	57,520	55,065	183,321	187,008	170,136	158,046	73,526	78,481	96,450	97,808	-	-	862,980	831,593	
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3311 OASDI - Social Security	52,953	46,557	48,747	47,288	37,680	39,964	17,228	18,053	54,908	58,017	50,959	47,483	22,022	25,664	28,888	29,895	-	-	258,477	254,904	
3331 MED - Medicare	47,183	43,885	53,319	48,914	37,543	34,529	20,841	19,538	58,383	54,067	51,544	49,017	23,902	24,321	41,364	39,935	-	-	275,697	260,140	
3401 H&W - Health & Welfare	265,942	265,972	317,851	275,495	242,807	224,758	82,968	72,267	325,775	297,025	309,847	230,867	136,418	98,031	245,843	210,130	-	-	1,601,676	1,377,520	
3501 SUI - State Unemployment Insurance	1,627	1,512	1,839	1,685	1,295	228	719	675	2,013	903	1,777	1,660	824	838	1,426	1,385	-	-	9,507	7,983	
3601 Workers' Compensation Insurance	50,658	37,219	59,024	36,135	46,916	22,138	22,107	15,126	69,023	37,264	56,722	39,560	28,904	16,159	46,642	30,334	-	-	310,974	196,672	
3751 OPEB, Active Employees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3902 Other Benefits	-	6,890	-	18,627	-	24,299	-	7,086	-	31,385	-	3,806	-	(28,925)	-	3,671	-	-	-	-	35,454
Total 3000 - Employee Benefits	982,750	921,010	1,110,421	1,007,738	812,039	754,951	388,629	360,263	1,200,668	1,115,214	1,082,339	953,196	494,453	415,685	846,078	782,455	-	-	5,716,708	5,195,299	
4000 - Supplies																					
4111 Core Curricula Materials	82,261	98,769	2,200	50,276	1,071	5,461	6,257	1,642	7,328	7,103	8,255	5,468	7,000	1,101	18,415	19,041	-	-	125,459	181,758	
4211 Books & Other Reference Materials	13,116	17,077	7,356	22,443	12,825	5,519	1,754	1,360	14,578	6,879	4,356	4,071	500	6,575	4,598	6,512	-	-	44,504	64,556	
4311 Student Materials	134,388	137,964	120,872	108,597	107,327	113,341	59,267	37,791	166,594	151,131	95,970	104,575	66,138	57,221	87,293	84,521	-	-	671,253	644,010	
4351 Office Supplies	18,000	5,541	14,400	10,013	19,200	11,013	12,000	2,987	31,200	14,000	15,600	13,308	15,000	8,488	13,200	12,474	-	-	107,400	63,825	
4371 Custodial Supplies	77,303	56,144	95,315	52,636	92,306	57,003	47,966	37,364	140,272	94,367	97,746	47,655	54,904	36,375	89,448	63,776	-	-	554,988	350,953	
4391 Food (Non Nutrition Program)	2,400	277	-	2,736	3,600	4,737	2,400	2,721	6,000	7,458	-	1,752	840	3,933	1,680	921	-	-	10,920	17,078	
4392 Uniforms	1,500	2,251	2,000	917	1,500	9,380	-	13,008	1,500	22,388	2,000	1,164	2,500	4,124	6,500	1,985	-	-	16,000	32,829	
4393 PE & Sports Equipment	900	1,002	5,000	1,618	1,000	6,464	1,000	3,918	2,000	10,382	1,500	6,744	2,000	2,000	2,500	-	-	-	13,900	19,746	
4395 Before & After School Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4399 All Other Supplies	24,302	39,976	25,500	63,803	22,566	38,479	15,750	20,390	38,316	58,869	17,734	42,293	19,500	38,839	31,500	55,581	-	-	156,852	299,361	
4390 Other Supplies	29,102	43,507	32,500	69,075	28,666	59,059	19,150	40,037	47,816	99,096	21,234	51,954	24,840	46,896	42,180	58,487	-	-	197,672	369,014	
4411 Non Capitalized Equipment	330,856	555,924	446,855	711,381	355,125	536,976	122,940	229,633	478,066	766,609	488,298	588,438	281,541	109,909	321,809	425,417	-	-	2,347,423	3,157,678	
4711 Nutrition Program Food & Supplies	452,250	246,310	423,419	99,486	289,358	160,145	154,100	3,352	443,458	163,497	292,305	94,265	115,802	26,563	228,222	70,823	-	-	1,955,456	700,944	
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 4000 - Supplies	1,137,275	1,161,236	1,142,916	1,123,907	905,878	948,518	423,434	354,165	1,329,312	1,302,683	1,023,764	909,735	565,725	294,127	805,164	741,051	-	-	6,004,156	5,532,738	
5000 - Operating Services																					
5211 Travel & Conferences	16,000	2,855	1,000	3,913	-	1,663	1,597	1,658	1,597	3,321	-	627	-	-	620	3,272	-	-	19,217	13,989	
5311 Dues & Memberships	9,670	9,933	11,420	11,136	6,947	7,818	3,270	3,188	10,217	11,006	8,500	8,977	15,531	8,098	13,640	9,508	-	-	68,978	58,657	
5451 General Insurance	-	-	-	-	-	3,784	22,000	22,826	22,000	26,611	-	-	-	-	3,904	3,998	-	-	25,904	30,609	
5511 Utilities	136,123	99,500	104,466	79,275	142,541	83,577	49,505	42,604	192,046	126,181	127,924	137,304	114,840	97,816	120,870	101,030	-	-	796,269	641,106	
5521 Security Services	3,360	36,059	900	1,418	-	355	1,560	2,001	1,560	2,356	-	994	-	190	4,590	8,549	-	-	10,410	49,566	
5531 Housekeeping Services	63,648	46,540	126,052	48,941	81,796	51,220	-	81,796	51,220	51,220	94,276	53,089	11,980	8,060							

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated		
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	
5844 After School Services	139,137	173,857	177,559	175,005	168,681	168,681	-	-	168,681	168,681	41,666	50,513	-	-	-	-	-	-	527,044	568,057	
5849 Other Student Instructional Services	163,213	111,666	253,133	136,408	114,954	93,404	64,533	52,953	179,487	146,357	226,324	140,207	113,625	49,942	185,333	86,859	-	-	1,121,116	671,440	
5852 Professional Development	-	50,895	37,060	68,393	45,334	43,035	27,320	25,354	72,654	68,389	35,303	74,902	24,828	32,504	13,591	77,666	-	-	183,436	372,751	
5854 Nursing & Medical (Non-IEP)	4,100	-	6,000	-	3,500	1,500	2,500	-	6,000	1,500	6,658	-	2,500	-	2,000	-	-	-	27,258	150	
5859 All Other Consultants & Services	22,958	43,627	14,676	46,601	34,284	57,321	12,938	23,860	47,222	81,181	27,629	55,776	28,751	49,517	40,412	36,566	-	-	181,648	312,269	
5861 Non Instructional Software	95,028	103,272	102,687	135,580	84,621	89,271	51,398	53,038	136,019	142,309	106,857	103,499	51,927	47,893	77,337	87,209	-	-	569,855	619,761	
5865 Fundraising Cost	-	-	-	646	-	-	-	-	-	-	940	-	-	2,000	-	92,732	-	-	-	96,318	
5871 District Oversight Fees	60,668	60,926	73,250	73,211	51,242	50,479	27,923	28,604	79,165	79,083	66,048	65,994	31,588	31,599	55,045	54,900	-	-	365,763	365,713	
5872 Special Education Fees (SELPA)	94,767	91,967	115,759	111,841	79,294	76,608	44,930	43,410	124,224	120,018	104,694	101,147	42,372	40,935	73,746	71,249	-	-	555,562	537,156	
5881 Intra-Agency Fees	994,248	990,544	1,118,394	1,103,097	791,621	780,982	444,650	438,476	1,236,271	1,219,458	996,108	991,254	480,786	469,566	866,004	854,947	-	-	5,691,812	5,628,866	
5895 Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5899 All Other Expenses	11,787	15,444	14,482	15,607	11,025	11,110	5,422	7,065	16,447	18,175	11,590	13,647	11,565	17,990,444	13,305	13,092	-	-	79,177	18,066,409	
5911 Office Phone	20,616	20,835	8,988	9,417	13,764	8,803	7,966	8,537	21,730	17,340	8,640	9,452	13,440	7,796	16,716	18,288	-	-	90,130	83,128	
5913 Mobile Phone	792	1,507	1,512	2,852	3,000	5,241	1,512	2,656	4,512	7,897	2,400	4,066	744	1,362	840	1,449	-	-	10,800	19,133	
5921 Internet	16,800	18,237	18,470	16,963	18,470	20,001	18,470	18,482	36,940	38,484	18,470	16,956	20,926	24,273	20,926	25,774	-	-	132,531	140,687	
5923 Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5931 Postage & Shipping	800	2,615	1,250	4,833	3,500	4,786	500	909	4,000	5,695	2,000	3,529	750	2,440	5,000	3,424	-	-	13,800	22,537	
5999 Other Communications	62,524	72,311	74,126	86,271	42,463	60,122	25,704	33,553	68,167	93,675	68,912	80,148	29,075	34,637	49,058	57,529	-	-	351,861	424,571	
Total 5000 - Operating Services	3,002,013	2,869,827	2,975,241	2,924,215	2,151,038	1,951,963	1,230,840	1,171,832	3,381,878	3,123,795	2,657,009	2,328,191	1,209,058	19,063,726	2,541,548	2,469,893	-	-	15,766,746	32,779,647	
6000 - Capital Outlay																					
6901 Depreciation Expense	112,659	130,720	592,721	609,742	55,312	73,392	58,982	68,375	114,294	141,766	57,252	86,033	586,366	591,129	86,606	113,454	-	-	1,549,899	1,672,844	
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 6000 - Capital Outlay	112,659	130,720	592,721	609,742	55,312	73,392	58,982	68,375	114,294	141,766	57,252	86,033	586,366	591,129	86,606	113,454	-	-	1,549,899	1,672,844	
7000 - Other Outgo																					
7438 Interest Expense	-	-	218,244	218,244	-	-	-	-	-	-	-	-	167,477	167,477	-	-	-	-	385,722	385,722	
Total 7000 - Other Outgo	-	-	218,244	218,244	-	-	-	-	-	-	-	-	167,477	167,477	-	-	-	-	385,722	385,722	
TOTAL EXPENSE	8,488,723	8,131,919	9,716,740	9,316,753	6,513,416	6,147,793	3,539,174	3,327,548	10,052,590	9,475,341	8,375,119	7,708,910	4,671,504	22,238,711	7,132,107	6,895,412	-	-	48,436,783	63,767,046	
NET INCOME	462,594	950,076	494,809	907,054	700,223	1,096,525	413,167	673,451	1,113,390	1,769,977	545,692	1,306,312	(433,350)	(9,040,888)	513,065	923,522	-	-	2,696,200	(3,183,947)	
Beginning Cash Balance	2,476,972	2,447,139	1,193,861	1,117,681	1,372,600	1,370,760	1,613,730	1,547,603	2,986,331	2,918,363	1,357,352	1,291,459	1,394,213	1,363,387	1,190,599	1,190,599	488,848	442,732	11,088,175	10,771,361	
Cash Flow from Operating Activities																					
Net Income	462,594	950,076	494,809	907,054	700,223	1,096,525	413,167	673,451	1,113,390	1,769,977	545,692	1,306,312	(433,350)	(9,040,888)	513,065	923,522	-	-	2,696,200	(3,183,947)	
Change in Accounts Receivable																					
Prior Year Accounts Receivable	979,888	(317,859)	1,027,255	(522,778)	631,241	(342,380)	478,632	(165,937)	1,109,873	(508,318)	931,857	(477,016)	413,285	(66,366)	505,950	(1,209,265)	-	-	4,968,107	(3,101,602)	
Current Year Accounts Receivable	(2,121,547)	-	(2,065,587)	-	(1,504,256)	-	(923,246)	-	(2,427,502)	-	(1,836,945)	-	(938,724)	-	(1,974,910)	-	-	-	(11,365,215)	-	
Change in Due from	-	19,920	-	(2,201)	-	-	-	(1,767)	-	(1,767)	-	-	-	(2,329)	-	(390)	-	195	-	13,429	
Change in Accounts Payable	312,654	(42,492)	402,553	50,417	133,039	(45,305)	140,125	(10,093)	273,164	(55,398)	70,437	(163,986)	(737,033)	(451,321)	203,269	(66,242)	(2,134)	81,946	522,910	(647,075)	
Change in Due to	(255,948)	(134,660)	(288,825)	(167,974)	(216,673)	(117,029)	(100,648)	(55,908)	(317,321)	(172,937)	(262,518)	(150,653)	(129,326)	297,785	(9,987)	80,591	(405,210)	983,463	(1,669,134)	735,614	
Change in Accrued Vacation	-	8,746	-	17,440	-	22,448	-	8,037	-	30,485	-	5,141	-	(23,888)	-	7,402	-	28,981	-	74,307	
Change in Payroll Liabilities	-	(82,137)	-	(82,269)	-	(82,308)	-	(27,537)	-	(109,846)	-	(88,697)	-	(32,371)	-	(58,131)	-	(9,584)	-	(463,034)	
Change in Prepaid Expenditures	(97,037)	37,473	(41,602)	25,848	(50,417)	38,268	(42,234)	3,701	(92,651)	41,970	(22,539)	9,199	(18,475)	17,595	(94,058)	33,107	(7,321)	(110,484)	(373,682)	54,708	
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Change in Deferred Revenue	-	235,276	-	355,840	-	187,662	-	104,924	-	292,586	-	315,342	-	164,586	-	205,404	-	-	-	1,569,033	
Depreciation Expense	112,659	130,720	592,721	609,742	55,312	73,392	58,982	68,375	114,294	141,766	57,252	86,033	586,366	(3,884,113)	86,606	113,454	-	-	1,549,899	(2,802,398)	
Cash Flow from Investing Activities																					
Capital Expenditures	(13,000)	(218,931)	-	(249,889)	-	(201,133)	(7,725)	(112,618)	(7,725)	(313,750)	-	(283,495)	(38,223)	22,221,597	-	(230,202)	-	-	(58,948)	20,925,329	
Cash Flow from Financing Activities																					
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Use - Loans	-	-	(381,148)	(381,148)	-	-	-	-	-	-	-	-	(33,306)	(9,686,704)	-	-	-	-	-	(414,454)	(10,067,852)
Ending Cash Balance	1,857,236	3,033,269	934,037	1,677,764	1,121,070	2,000,901	1,630,783	2,032,231	2,751,852	4,033,132	840,590	1,849,639	65,426	876,971	420,532	989,849	74,183	1,417,249	6,943,857	13,877,874	

Cover Sheet

2020-21 SACS Unaudited Actuals Report (CNCA#1, CNCA#2, CNCA#3, CNCA#4, CNHS#1, CNHS#2)

Section: VII. Financial Update
Item: B. 2020-21 SACS Unaudited Actuals Report (CNCA#1, CNCA#2, CNCA#3, CNCA#4, CNHS#1, CNHS#2)
Purpose: Vote
Submitted by:
Related Material: CNHS - FY20-21 - UAR - Form 62.pdf
CNCA#1 - FY20-21 - UAR - Form 62.pdf
CNCA#2 - FY20-21 - UAR - Form 62.pdf
CNCA#4 - FY20-21 - UAR - Form 62.pdf
CNCA#3 - FY20-21 - UAR - Form 62.pdf
CNHS#2 - FY20-21 UAR - Form 62.pdf

Camino Nuevo Charter Academy
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 6117667
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	6,092,604.83	6,511,110.95	6.9%
2) Federal Revenue		8100-8299	1,781,538.04	1,125,702.53	-36.8%
3) Other State Revenue		8300-8599	758,120.31	1,063,857.38	40.3%
4) Other Local Revenue		8600-8799	449,731.45	424,568.45	-5.6%
5) TOTAL, REVENUES			9,081,994.63	9,125,239.31	0.5%
B. EXPENSES					
1) Certificated Salaries		1000-1999	2,330,631.24	2,701,489.10	15.9%
2) Classified Salaries		2000-2999	718,495.22	1,136,204.28	58.1%
3) Employee Benefits		3000-3999	921,009.91	1,260,539.31	36.9%
4) Books and Supplies		4000-4999	1,161,235.78	758,893.21	-34.6%
5) Services and Other Operating Expenses		5000-5999	2,869,826.59	2,918,242.93	1.7%
6) Depreciation and Amortization		6000-6999	130,719.89	133,720.19	2.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			8,131,918.63	8,909,089.02	9.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			950,076.00	216,150.29	-77.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	(0.01)	0.00	-100.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(0.01)	0.00	-100.0%

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Expenses by Object

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			950,075.99	216,150.29	-77.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	4,412,299.08	5,362,375.10	21.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,412,299.08	5,362,375.10	21.5%
d) Other Restatements		9795	0.03	324,940.87	1083136133.3%
e) Adjusted Beginning Net Position (F1c + F1d)			4,412,299.11	5,687,315.97	28.9%
2) Ending Net Position, June 30 (E + F1e)			5,362,375.10	5,903,466.26	10.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	1,378,790.54	1,267,251.45	-8.1%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	3,983,584.56	4,636,214.81	16.4%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	3,033,269.43		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	1,297,747.03		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	54,943.47		
8) Other Current Assets		9340	182,384.40		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	806,384.95		
c) Accumulated Depreciation - Land Improvements		9425	(599,181.88)		
d) Buildings		9430	1,034,110.52		
e) Accumulated Depreciation - Buildings		9435	(152,753.88)		
f) Equipment		9440	1,074,105.72		
g) Accumulated Depreciation - Equipment		9445	(783,874.89)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			5,947,134.87		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	186,495.48		
2) Due to Grantor Governments		9590	121,846.11		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	241,275.68		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	35,142.49		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			584,759.76		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			5,362,375.11		

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	3,236,904.00	3,856,871.42	19.2%
Education Protection Account State Aid - Current Year		8012	1,239,275.00	1,059,319.96	-14.5%
State Aid - Prior Years		8019	68,143.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,548,282.83	1,594,919.57	3.0%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			6,092,604.83	6,511,110.95	6.9%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	257,793.04	570,560.88	121.3%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	112,229.22	149,821.65	33.5%
Title I, Part A, Basic	3010	8290	329,984.00	310,690.00	-5.8%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	29,418.00	29,060.00	-1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	37,507.00	41,756.00	11.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	24,324.00	23,814.00	-2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	990,282.78	0.00	-100.0%
TOTAL, FEDERAL REVENUE			1,781,538.04	1,125,702.53	-36.8%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	19,624.12	47,611.65	142.6%
Mandated Costs Reimbursements		8550	9,250.00	9,484.26	2.5%
Lottery - Unrestricted and Instructional Materials		8560	135,886.55	111,539.50	-17.9%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.0%
Charter School Facility Grant	6030	8590	356,921.29	295,636.77	-17.2%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	58,879.15	422,026.00	616.8%
TOTAL, OTHER STATE REVENUE			758,120.31	1,063,857.38	40.3%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	16,229.79	15,000.00	-7.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	363,685.36	386,128.45	6.2%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	69,816.30	23,440.00	-66.4%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			449,731.45	424,568.45	-5.6%
TOTAL, REVENUES			9,081,994.63	9,125,239.31	0.5%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,783,770.87	2,015,723.50	13.0%
Certificated Pupil Support Salaries		1200	119,158.25	180,235.46	51.3%
Certificated Supervisors' and Administrators' Salaries		1300	427,702.12	505,530.14	18.2%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,330,631.24	2,701,489.10	15.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	297,962.33	609,025.99	104.4%
Classified Support Salaries		2200	105,206.69	113,208.75	7.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	162,726.64	211,705.34	30.1%
Other Classified Salaries		2900	152,599.56	202,264.20	32.5%
TOTAL, CLASSIFIED SALARIES			718,495.22	1,136,204.28	58.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	362,788.66	457,091.96	26.0%
PERS		3201-3202	156,185.61	260,304.41	66.7%
OASDI/Medicare/Alternative		3301-3302	90,442.52	126,091.21	39.4%
Health and Welfare Benefits		3401-3402	265,972.23	322,252.73	21.2%
Unemployment Insurance		3501-3502	1,511.78	47,203.62	3022.4%
Workers' Compensation		3601-3602	37,219.31	47,595.38	27.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	6,889.80	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			921,009.91	1,260,539.31	36.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	98,769.06	24,800.00	-74.9%
Books and Other Reference Materials		4200	17,077.01	1,000.00	-94.1%
Materials and Supplies		4300	243,155.62	118,260.00	-51.4%
Noncapitalized Equipment		4400	555,924.11	16,309.00	-97.1%
Food		4700	246,309.98	598,524.21	143.0%
TOTAL, BOOKS AND SUPPLIES			1,161,235.78	758,893.21	-34.6%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,855.40	12,000.00	320.3%
Dues and Memberships		5300	9,932.56	9,205.00	-7.3%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	222,729.08	313,050.31	40.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	612,957.12	670,196.65	9.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,905,847.21	1,874,782.97	-1.6%
Communications		5900	115,505.22	39,008.00	-66.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			2,869,826.59	2,918,242.93	1.7%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	130,719.89	133,720.19	2.3%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			130,719.89	133,720.19	2.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			8,131,918.63	8,909,089.02	9.6%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	(0.01)	0.00	-100.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(0.01)	0.00	-100.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(0.01)	0.00	-100.0%

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Expenses by Function

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Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	6,092,604.83	6,511,110.95	6.9%
2) Federal Revenue		8100-8299	1,781,538.04	1,125,702.53	-36.8%
3) Other State Revenue		8300-8599	758,120.31	1,063,857.38	40.3%
4) Other Local Revenue		8600-8799	449,731.45	424,568.45	-5.6%
5) TOTAL, REVENUES			9,081,994.63	9,125,239.31	0.5%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		3,595,880.25	4,116,778.36	14.5%
2) Instruction - Related Services	2000-2999		2,667,408.37	2,326,187.18	-12.8%
3) Pupil Services	3000-3999		446,796.54	971,095.92	117.3%
4) Ancillary Services	4000-4999		1,001.87	4,000.00	299.3%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		430,693.60	399,154.34	-7.3%
8) Plant Services	8000-8999		990,138.00	1,091,873.22	10.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			8,131,918.63	8,909,089.02	9.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			950,076.00	216,150.29	-77.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	(0.01)	0.00	-100.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(0.01)	0.00	-100.0%

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Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			950,075.99	216,150.29	-77.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	4,412,299.08	5,362,375.10	21.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,412,299.08	5,362,375.10	21.5%
d) Other Restatements		9795	0.03	324,940.87	1083136133.3%
e) Adjusted Beginning Net Position (F1c + F1d)			4,412,299.11	5,687,315.97	28.9%
2) Ending Net Position, June 30 (E + F1e)			5,362,375.10	5,903,466.26	10.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	1,378,790.54	1,267,251.45	-8.1%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	3,983,584.56	4,636,214.81	16.4%

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 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

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 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Camino Nuevo Charter Academy #2
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122861
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	7,321,016.62	7,567,136.11	3.4%
2) Federal Revenue		8100-8299	1,799,995.09	1,005,856.15	-44.1%
3) Other State Revenue		8300-8599	430,868.45	881,635.84	104.6%
4) Other Local Revenue		8600-8799	671,927.15	580,931.08	-13.5%
5) TOTAL, REVENUES			10,223,807.31	10,035,559.18	-1.8%
B. EXPENSES					
1) Certificated Salaries		1000-1999	2,674,386.06	3,455,081.31	29.2%
2) Classified Salaries		2000-2999	758,520.45	951,169.19	25.4%
3) Employee Benefits		3000-3999	1,007,738.13	1,405,984.56	39.5%
4) Books and Supplies		4000-4999	1,123,907.00	781,644.60	-30.5%
5) Services and Other Operating Expenses		5000-5999	2,924,215.25	2,546,684.57	-12.9%
6) Depreciation and Amortization		6000-6999	609,741.88	613,198.62	0.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	218,244.32	210,583.24	-3.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			9,316,753.09	9,964,346.09	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			907,054.22	71,213.09	-92.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			907,054.22	71,213.09	-92.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	26,799,395.35	27,706,449.59	3.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			26,799,395.35	27,706,449.59	3.4%
d) Other Restatements		9795	0.02	277,481.67	1387408250.0%
e) Adjusted Beginning Net Position (F1c + F1d)			26,799,395.37	27,983,931.26	4.4%
2) Ending Net Position, June 30 (E + F1e) Components of Ending Net Position			27,706,449.59	28,055,144.35	1.3%
a) Net Investment in Capital Assets		9796	25,242,955.41	25,142,309.82	-0.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,463,494.18	2,912,834.53	18.2%

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Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,677,763.59		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,030.00		
4) Due from Grantor Government		9290	1,548,002.30		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	13,773.36		
8) Other Current Assets		9340	2,200.58		
9) Fixed Assets					
a) Land		9410	12,579,940.86		
b) Land Improvements		9420	361,175.10		
c) Accumulated Depreciation - Land Improvements		9425	(259,987.21)		
d) Buildings		9430	25,912,130.25		
e) Accumulated Depreciation - Buildings		9435	(3,030,871.71)		
f) Equipment		9440	1,272,932.13		
g) Accumulated Depreciation - Equipment		9445	(966,483.36)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			39,112,605.89		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Camino Nuevo Charter Academy #2
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Charter Schools Enterprise Fund
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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	239,844.04		
2) Due to Grantor Governments		9590	141,795.22		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	388,810.03		
5) Unearned Revenue		9650	368,839.57		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	29,796.83		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	10,237,070.62		
7) TOTAL, LIABILITIES			11,406,156.31		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			27,706,449.58		

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	3,837,583.00	4,427,684.92	15.4%
Education Protection Account State Aid - Current Year		8012	1,517,737.00	1,255,283.50	-17.3%
State Aid - Prior Years		8019	83,229.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,882,467.62	1,884,167.69	0.1%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			7,321,016.62	7,567,136.11	3.4%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	96,667.72	519,409.54	437.3%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	136,490.00	176,992.70	29.7%
Title I, Part A, Basic	3010	8290	297,324.00	234,893.30	-21.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	34,179.00	28,616.31	-16.3%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	27,256.00	28,256.80	3.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	21,314.00	17,687.50	-17.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,186,764.37	0.00	-100.0%
TOTAL, FEDERAL REVENUE			1,799,995.09	1,005,856.15	-44.1%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	7,345.19	42,916.99	484.3%
Mandated Costs Reimbursements		8550	11,299.00	11,533.80	2.1%
Lottery - Unrestricted and Instructional Materials		8560	165,834.21	131,767.85	-20.5%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	68,830.85	517,858.00	652.4%
TOTAL, OTHER STATE REVENUE			430,868.45	881,635.84	104.6%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	9,877.42	10,000.00	1.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	556,100.45	456,155.14	-18.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	105,949.28	114,775.94	8.3%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			671,927.15	580,931.08	-13.5%
TOTAL, REVENUES			10,223,807.31	10,035,559.18	-1.8%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	2,061,446.76	2,666,273.01	29.3%
Certificated Pupil Support Salaries		1200	201,357.55	286,227.82	42.1%
Certificated Supervisors' and Administrators' Salaries		1300	411,581.75	502,580.48	22.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,674,386.06	3,455,081.31	29.2%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	309,505.96	408,967.50	32.1%
Classified Support Salaries		2200	96,754.74	142,574.25	47.4%
Classified Supervisors' and Administrators' Salaries		2300	1,000.00	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	162,035.50	178,385.03	10.1%
Other Classified Salaries		2900	189,224.25	221,242.41	16.9%
TOTAL, CLASSIFIED SALARIES			758,520.45	951,169.19	25.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	425,530.06	584,599.77	37.4%
PERS		3201-3202	154,063.37	217,912.86	41.4%
OASDI/Medicare/Alternative		3301-3302	96,202.60	122,863.12	27.7%
Health and Welfare Benefits		3401-3402	275,494.83	379,682.31	37.8%
Unemployment Insurance		3501-3502	1,684.88	54,196.89	3116.7%
Workers' Compensation		3601-3602	36,135.22	46,729.61	29.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	18,627.17	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			1,007,738.13	1,405,984.56	39.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	50,276.25	108,300.00	115.4%
Books and Other Reference Materials		4200	22,443.22	7,000.00	-68.8%
Materials and Supplies		4300	240,320.85	123,691.75	-48.5%
Noncapitalized Equipment		4400	711,380.99	12,409.00	-98.3%
Food		4700	99,485.69	530,243.85	433.0%
TOTAL, BOOKS AND SUPPLIES			1,123,907.00	781,644.60	-30.5%

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Los Angeles Unified
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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,912.87	60,250.00	1439.8%
Dues and Memberships		5300	11,135.61	11,310.00	1.6%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	171,452.01	222,859.02	30.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	59,244.90	71,097.68	20.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,558,134.65	2,150,443.95	-15.9%
Communications		5900	120,335.21	30,723.92	-74.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			2,924,215.25	2,546,684.57	-12.9%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	609,741.88	613,198.62	0.6%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			609,741.88	613,198.62	0.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	218,244.32	210,583.24	-3.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			218,244.32	210,583.24	-3.5%

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OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			9,316,753.09	9,964,346.09	7.0%

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INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

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Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	7,321,016.62	7,567,136.11	3.4%
2) Federal Revenue		8100-8299	1,799,995.09	1,005,856.15	-44.1%
3) Other State Revenue		8300-8599	430,868.45	881,635.84	104.6%
4) Other Local Revenue		8600-8799	671,927.15	580,931.08	-13.5%
5) TOTAL, REVENUES			10,223,807.31	10,035,559.18	-1.8%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		4,355,048.26	4,958,965.45	13.9%
2) Instruction - Related Services	2000-2999		2,932,654.22	2,348,910.24	-19.9%
3) Pupil Services	3000-3999		459,251.81	1,095,646.55	138.6%
4) Ancillary Services	4000-4999		1,618.43	5,000.00	208.9%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		476,688.11	433,691.11	-9.0%
8) Plant Services	8000-8999		873,247.94	911,549.50	4.4%
9) Other Outgo	9000-9999	Except 7600-7699	218,244.32	210,583.24	-3.5%
10) TOTAL, EXPENSES			9,316,753.09	9,964,346.09	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			907,054.22	71,213.09	-92.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

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Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			907,054.22	71,213.09	-92.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	26,799,395.35	27,706,449.59	3.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			26,799,395.35	27,706,449.59	3.4%
d) Other Restatements		9795	0.02	277,481.67	1387408250.0%
e) Adjusted Beginning Net Position (F1c + F1d)			26,799,395.37	27,983,931.26	4.4%
2) Ending Net Position, June 30 (E + F1e)			27,706,449.59	28,055,144.35	1.3%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	25,242,955.41	25,142,309.82	-0.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,463,494.18	2,912,834.53	18.2%

Camino Nuevo Charter Academy #2
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

19 64733 0122861
 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	7,908,313.70	8,073,927.49	2.1%
2) Federal Revenue		8100-8299	2,081,590.68	1,220,485.57	-41.4%
3) Other State Revenue		8300-8599	596,476.76	1,051,373.78	76.3%
4) Other Local Revenue		8600-8799	658,936.48	532,039.66	-19.3%
5) TOTAL, REVENUES			11,245,317.62	10,877,826.50	-3.3%
B. EXPENSES					
1) Certificated Salaries		1000-1999	2,910,809.04	3,569,017.84	22.6%
2) Classified Salaries		2000-2999	881,074.59	1,409,674.45	60.0%
3) Employee Benefits		3000-3999	1,115,213.58	1,603,593.49	43.8%
4) Books and Supplies		4000-4999	1,302,682.55	916,843.35	-29.6%
5) Services and Other Operating Expenses		5000-5999	3,123,794.81	2,979,130.62	-4.6%
6) Depreciation and Amortization		6000-6999	141,766.40	138,463.74	-2.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			9,475,340.97	10,616,723.49	12.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,769,976.65	261,103.01	-85.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,769,976.65	261,103.01	-85.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	3,987,775.03	5,757,751.68	44.4%
b) Audit Adjustments		9793	0.00	296,059.19	New
c) As of July 1 - Audited (F1a + F1b)			3,987,775.03	6,053,810.87	51.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			3,987,775.03	6,053,810.87	51.8%
2) Ending Net Position, June 30 (E + F1e) Components of Ending Net Position			5,757,751.68	6,314,913.88	9.7%
a) Net Investment in Capital Assets		9796	870,944.35	815,537.75	-6.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	4,886,807.33	5,499,376.13	12.5%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	4,033,132.15		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	1,618,792.78		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	46,268.81		
8) Other Current Assets		9340	1,767.04		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	91,715.54		
c) Accumulated Depreciation - Land Improvements		9425	(11,404.35)		
d) Buildings		9430	441,520.65		
e) Accumulated Depreciation - Buildings		9435	(65,123.37)		
f) Equipment		9440	841,983.49		
g) Accumulated Depreciation - Equipment		9445	(427,747.61)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			6,570,905.13		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	335,579.15		
2) Due to Grantor Governments		9590	149,163.31		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	292,586.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	35,824.98		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			813,153.44		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			5,757,751.69		

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	4,197,799.00	4,759,637.34	13.4%
Education Protection Account State Aid - Current Year		8012	1,601,068.00	1,319,289.07	-17.6%
State Aid - Prior Years		8019	89,302.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	2,020,144.70	1,995,001.08	-1.2%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			7,908,313.70	8,073,927.49	2.1%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	150,086.00	581,184.36	287.2%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	146,473.22	187,404.03	27.9%
Title I, Part A, Basic	3010	8290	373,470.00	328,947.68	-11.9%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	38,905.00	35,970.07	-7.5%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	46,310.00	43,128.80	-6.9%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	27,515.00	26,079.24	-5.2%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,298,831.46	17,771.39	-98.6%
TOTAL, FEDERAL REVENUE			2,081,590.68	1,220,485.57	-41.4%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	11,637.28	48,218.42	314.3%
Mandated Costs Reimbursements		8550	12,126.00	12,377.26	2.1%
Lottery - Unrestricted and Instructional Materials		8560	178,790.10	139,518.90	-22.0%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.0%
Charter School Facility Grant	6030	8590	148,840.18	123,147.00	-17.3%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	67,524.00	550,553.00	715.3%
TOTAL, OTHER STATE REVENUE			596,476.76	1,051,373.78	76.3%

Camino Nuevo Elementary #3
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	13,940.70	17,000.00	21.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	487,178.18	482,987.79	-0.9%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	157,817.60	32,051.87	-79.7%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			658,936.48	532,039.66	-19.3%
TOTAL, REVENUES			11,245,317.62	10,877,826.50	-3.3%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	2,094,561.18	2,621,760.99	25.2%
Certificated Pupil Support Salaries		1200	156,176.89	211,394.82	35.4%
Certificated Supervisors' and Administrators' Salaries		1300	660,070.97	735,862.03	11.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,910,809.04	3,569,017.84	22.6%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	243,293.71	585,728.13	140.7%
Classified Support Salaries		2200	130,208.15	158,455.88	21.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	286,769.70	347,721.39	21.3%
Other Classified Salaries		2900	220,803.03	317,769.05	43.9%
TOTAL, CLASSIFIED SALARIES			881,074.59	1,409,674.45	60.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	449,545.12	603,877.81	34.3%
PERS		3201-3202	187,008.46	322,956.41	72.7%
OASDI/Medicare/Alternative		3301-3302	112,083.67	159,590.86	42.4%
Health and Welfare Benefits		3401-3402	297,024.55	406,056.90	36.7%
Unemployment Insurance		3501-3502	903.16	61,237.94	6680.4%
Workers' Compensation		3601-3602	37,263.74	49,873.57	33.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	31,384.88	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			1,115,213.58	1,603,593.49	43.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	7,103.35	28,678.00	303.7%
Books and Other Reference Materials		4200	6,878.64	3,700.00	-46.2%
Materials and Supplies		4300	358,594.56	213,675.40	-40.4%
Noncapitalized Equipment		4400	766,608.73	27,444.00	-96.4%
Food		4700	163,497.27	643,345.95	293.5%
TOTAL, BOOKS AND SUPPLIES			1,302,682.55	916,843.35	-29.6%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,321.03	9,597.00	189.0%
Dues and Memberships		5300	11,006.00	9,667.00	-12.2%
Insurance		5400-5450	26,610.76	25,276.65	-5.0%
Operations and Housekeeping Services		5500	253,994.20	384,406.08	51.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	309,592.98	352,548.38	13.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,356,178.12	2,129,433.47	-9.6%
Communications		5900	163,091.72	68,202.04	-58.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,123,794.81	2,979,130.62	-4.6%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	141,766.40	138,463.74	-2.3%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			141,766.40	138,463.74	-2.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Camino Nuevo Elementary #3
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Expenses by Object

19 64733 0122564
 Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			9,475,340.97	10,616,723.49	12.0%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0122564
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0122564
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	7,908,313.70	8,073,927.49	2.1%
2) Federal Revenue		8100-8299	2,081,590.68	1,220,485.57	-41.4%
3) Other State Revenue		8300-8599	596,476.76	1,051,373.78	76.3%
4) Other Local Revenue		8600-8799	658,936.48	532,039.66	-19.3%
5) TOTAL, REVENUES			11,245,317.62	10,877,826.50	-3.3%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		3,931,082.51	4,829,050.82	22.8%
2) Instruction - Related Services	2000-2999		3,773,597.20	3,359,991.20	-11.0%
3) Pupil Services	3000-3999		408,958.16	1,049,829.25	156.7%
4) Ancillary Services	4000-4999		10,381.71	11,000.00	6.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		596,636.94	493,297.50	-17.3%
8) Plant Services	8000-8999		754,684.45	873,554.72	15.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			9,475,340.97	10,616,723.49	12.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			1,769,976.65	261,103.01	-85.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Camino Nuevo Elementary #3
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0122564
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,769,976.65	261,103.01	-85.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	3,987,775.03	5,757,751.68	44.4%
b) Audit Adjustments		9793	0.00	296,059.19	New
c) As of July 1 - Audited (F1a + F1b)			3,987,775.03	6,053,810.87	51.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			3,987,775.03	6,053,810.87	51.8%
2) Ending Net Position, June 30 (E + F1e)			5,757,751.68	6,314,913.88	9.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	870,944.35	815,537.75	-6.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	4,886,807.33	5,499,376.13	12.5%

Camino Nuevo Elementary #3
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

19 64733 0122564
 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	6,599,212.15	6,555,422.68	-0.7%
2) Federal Revenue		8100-8299	1,616,979.45	810,974.67	-49.8%
3) Other State Revenue		8300-8599	276,012.14	753,823.58	173.1%
4) Other Local Revenue		8600-8799	523,018.83	421,375.67	-19.4%
5) TOTAL, REVENUES			9,015,222.57	8,541,596.60	-5.3%
B. EXPENSES					
1) Certificated Salaries		1000-1999	2,651,179.03	3,140,127.48	18.4%
2) Classified Salaries		2000-2999	780,575.74	1,182,290.26	51.5%
3) Employee Benefits		3000-3999	953,196.43	1,395,777.86	46.4%
4) Books and Supplies		4000-4999	909,734.64	604,597.82	-33.5%
5) Services and Other Operating Expenses		5000-5999	2,328,191.27	2,051,629.15	-11.9%
6) Depreciation and Amortization		6000-6999	86,032.92	88,204.74	2.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			7,708,910.03	8,462,627.31	9.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,306,312.54	78,969.29	-94.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	(0.01)	New
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(0.01)	New

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,306,312.54	78,969.28	-94.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,856,753.42	3,163,065.95	70.4%
b) Audit Adjustments		9793	0.00	525,491.91	New
c) As of July 1 - Audited (F1a + F1b)			1,856,753.42	3,688,557.86	98.7%
d) Other Restatements		9795	(0.01)	0.00	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,856,753.41	3,688,557.86	98.7%
2) Ending Net Position, June 30 (E + F1e) Components of Ending Net Position			3,163,065.95	3,767,527.14	19.1%
a) Net Investment in Capital Assets		9796	671,830.31	663,020.68	-1.3%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,491,235.64	3,104,506.46	24.6%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,849,639.34		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	940.01		
4) Due from Grantor Government		9290	1,409,838.21		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	12,266.23		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	4,979.20		
c) Accumulated Depreciation - Land Improvements		9425	(1,424.49)		
d) Buildings		9430	412,739.33		
e) Accumulated Depreciation - Buildings		9435	(46,135.20)		
f) Equipment		9440	572,938.88		
g) Accumulated Depreciation - Equipment		9445	(271,267.41)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			3,944,514.10		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	306,831.13		
2) Due to Grantor Governments		9590	116,726.89		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	315,341.68		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	42,548.50		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			781,448.20		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			3,163,065.90		

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment State Aid - Current Year		8011	3,454,458.00	3,827,826.35	10.8%
Education Protection Account State Aid - Current Year		8012	1,366,976.00	1,089,424.71	-20.3%
State Aid - Prior Years		8019	75,289.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,702,489.15	1,638,171.62	-3.8%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			6,599,212.15	6,555,422.68	-0.7%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	80,798.10	387,254.25	379.3%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	123,442.99	153,884.61	24.7%
Title I, Part A, Basic	3010	8290	275,084.00	207,936.06	-24.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	29,970.00	23,768.13	-20.7%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	24,120.00	22,193.60	-8.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	20,277.00	15,938.02	-21.4%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,063,287.36	0.00	-100.0%
TOTAL, FEDERAL REVENUE			1,616,979.45	810,974.67	-49.8%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	7,001.20	32,288.63	361.2%
Mandated Costs Reimbursements		8550	10,219.00	10,431.33	2.1%
Lottery - Unrestricted and Instructional Materials		8560	149,255.06	114,564.30	-23.2%
After School Education and Safety (ASES)	6010	8590	53,171.88	124,387.32	133.9%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	56,365.00	472,152.00	737.7%
TOTAL, OTHER STATE REVENUE			276,012.14	753,823.58	173.1%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	10,180.20	10,000.00	-1.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	401,211.08	396,599.73	-1.1%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	111,627.55	14,775.94	-86.8%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			523,018.83	421,375.67	-19.4%
TOTAL, REVENUES			9,015,222.57	8,541,596.60	-5.3%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	2,104,790.69	2,466,209.00	17.2%
Certificated Pupil Support Salaries		1200	131,590.88	175,308.09	33.2%
Certificated Supervisors' and Administrators' Salaries		1300	414,797.46	498,610.39	20.2%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,651,179.03	3,140,127.48	18.4%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	315,310.16	607,355.00	92.6%
Classified Support Salaries		2200	57,061.54	108,776.25	90.6%
Classified Supervisors' and Administrators' Salaries		2300	2,257.50	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	179,441.72	194,109.80	8.2%
Other Classified Salaries		2900	226,504.82	272,049.21	20.1%
TOTAL, CLASSIFIED SALARIES			780,575.74	1,182,290.26	51.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	422,756.83	531,309.57	25.7%
PERS		3201-3202	158,045.66	270,862.71	71.4%
OASDI/Medicare/Alternative		3301-3302	96,500.48	135,977.05	40.9%
Health and Welfare Benefits		3401-3402	230,867.20	353,643.11	53.2%
Unemployment Insurance		3501-3502	1,660.00	53,165.74	3102.8%
Workers' Compensation		3601-3602	39,560.31	50,819.68	28.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,805.95	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			953,196.43	1,395,777.86	46.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	5,468.26	27,755.00	407.6%
Books and Other Reference Materials		4200	4,070.74	4,000.00	-1.7%
Materials and Supplies		4300	217,492.08	107,812.20	-50.4%
Noncapitalized Equipment		4400	588,438.32	15,648.00	-97.3%
Food		4700	94,265.24	449,382.62	376.7%
TOTAL, BOOKS AND SUPPLIES			909,734.64	604,597.82	-33.5%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	626.93	5,000.00	697.5%
Dues and Memberships		5300	8,976.60	8,209.71	-8.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	259,868.07	312,678.56	20.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	41,360.60	71,204.52	72.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,903,207.43	1,620,938.44	-14.8%
Communications		5900	114,151.64	33,597.92	-70.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			2,328,191.27	2,051,629.15	-11.9%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	86,032.92	88,204.74	2.5%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			86,032.92	88,204.74	2.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Camino Nuevo Charter Academy #4
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Expenses by Object

19 64733 0124826
 Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			7,708,910.03	8,462,627.31	9.8%

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0124826
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	(0.01)	New
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	(0.01)	New
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	(0.01)	New

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0124826
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	6,599,212.15	6,555,422.68	-0.7%
2) Federal Revenue		8100-8299	1,616,979.45	810,974.67	-49.8%
3) Other State Revenue		8300-8599	276,012.14	753,823.58	173.1%
4) Other Local Revenue		8600-8799	523,018.83	421,375.67	-19.4%
5) TOTAL, REVENUES			9,015,222.57	8,541,596.60	-5.3%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		3,706,316.88	4,452,565.97	20.1%
2) Instruction - Related Services	2000-2999		2,813,892.83	2,337,128.69	-16.9%
3) Pupil Services	3000-3999		327,756.06	805,912.70	145.9%
4) Ancillary Services	4000-4999		6,743.85	6,000.00	-11.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		441,215.03	377,231.92	-14.5%
8) Plant Services	8000-8999		412,985.38	483,788.03	17.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			7,708,910.03	8,462,627.31	9.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,306,312.54	78,969.29	-94.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	(0.01)	New
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(0.01)	New

Camino Nuevo Charter Academy #4
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0124826
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,306,312.54	78,969.28	-94.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,856,753.42	3,163,065.95	70.4%
b) Audit Adjustments		9793	0.00	525,491.91	New
c) As of July 1 - Audited (F1a + F1b)			1,856,753.42	3,688,557.86	98.7%
d) Other Restatements		9795	(0.01)	0.00	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,856,753.41	3,688,557.86	98.7%
2) Ending Net Position, June 30 (E + F1e)			3,163,065.95	3,767,527.14	19.1%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	671,830.31	663,020.68	-1.3%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,491,235.64	3,104,506.46	24.6%

Camino Nuevo Charter Academy #4
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

19 64733 0124826
 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	3,159,895.85	0.00	-100.0%
2) Federal Revenue		8100-8299	710,438.56	0.00	-100.0%
3) Other State Revenue		8300-8599	101,257.65	0.00	-100.0%
4) Other Local Revenue		8600-8799	9,226,231.29	0.00	-100.0%
5) TOTAL, REVENUES			13,197,823.35	0.00	-100.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	1,338,110.24	0.00	-100.0%
2) Classified Salaries		2000-2999	368,457.30	0.00	-100.0%
3) Employee Benefits		3000-3999	415,685.37	0.00	-100.0%
4) Books and Supplies		4000-4999	294,126.64	0.00	-100.0%
5) Services and Other Operating Expenses		5000-5999	19,063,725.60	0.00	-100.0%
6) Depreciation and Amortization		6000-6999	591,128.92	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	167,477.40	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			22,238,711.47	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			(9,040,888.12)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(9,040,888.12)	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	9,497,512.53	456,624.41	-95.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,497,512.53	456,624.41	-95.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,497,512.53	456,624.41	-95.2%
2) Ending Net Position, June 30 (E + F1e)			456,624.41	456,624.41	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	27,274.78	0.00	-100.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	429,349.63	456,624.41	6.4%

Camino Nuevo Charter High
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	876,970.73		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	481,975.50		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	2,370.55		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	32,982.19		
g) Accumulated Depreciation - Equipment		9445	(5,707.41)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			1,388,591.56		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

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Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	714,462.65		
2) Due to Grantor Governments		9590	52,694.98		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	164,586.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	223.50		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			931,967.13		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			456,624.43		

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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

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Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	1,642,652.00	0.00	-100.0%
Education Protection Account State Aid - Current Year		8012	797,726.00	0.00	-100.0%
State Aid - Prior Years		8019	30,455.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	689,062.85	0.00	-100.0%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			3,159,895.85	0.00	-100.0%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	19,800.10	0.00	-100.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	49,960.46	0.00	-100.0%
Title I, Part A, Basic	3010	8290	153,458.00	0.00	-100.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	12,321.00	0.00	-100.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	7,477.00	0.00	-100.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	12,451.00	0.00	-100.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	454,971.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			710,438.56	0.00	-100.0%

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Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	1,792.30	0.00	-100.0%
Mandated Costs Reimbursements		8550	11,498.00	0.00	-100.0%
Lottery - Unrestricted and Instructional Materials		8560	61,018.35	0.00	-100.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	26,949.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			101,257.65	0.00	-100.0%

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,330.18	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	159,169.11	0.00	-100.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	9,062,732.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,226,231.29	0.00	-100.0%
TOTAL, REVENUES			13,197,823.35	0.00	-100.0%

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	978,632.72	0.00	-100.0%
Certificated Pupil Support Salaries		1200	53,292.90	0.00	-100.0%
Certificated Supervisors' and Administrators' Salaries		1300	306,184.62	0.00	-100.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,338,110.24	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	89,029.66	0.00	-100.0%
Classified Support Salaries		2200	65,706.76	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	177,916.05	0.00	-100.0%
Other Classified Salaries		2900	35,804.83	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			368,457.30	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	201,115.33	0.00	-100.0%
PERS		3201-3202	78,481.12	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	49,985.52	0.00	-100.0%
Health and Welfare Benefits		3401-3402	98,030.58	0.00	-100.0%
Unemployment Insurance		3501-3502	838.33	0.00	-100.0%
Workers' Compensation		3601-3602	16,159.07	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	(28,924.58)	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			415,685.37	0.00	-100.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	1,100.75	0.00	-100.0%
Books and Other Reference Materials		4200	7,574.63	0.00	-100.0%
Materials and Supplies		4300	148,978.99	0.00	-100.0%
Noncapitalized Equipment		4400	109,908.90	0.00	-100.0%
Food		4700	26,563.37	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			294,126.64	0.00	-100.0%

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	8,098.18	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	130,065.47	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	75,782.90	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	18,779,270.56	0.00	-100.0%
Communications		5900	70,508.49	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			19,063,725.60	0.00	-100.0%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	591,128.92	0.00	-100.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			591,128.92	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	167,477.40	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			167,477.40	0.00	-100.0%

Camino Nuevo Charter High
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Unaudited Actuals
 Charter Schools Enterprise Fund
 Expenses by Object

19 64733 0106435
 Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			22,238,711.47	0.00	-100.0%

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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0106435
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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0106435
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	3,159,895.85	0.00	-100.0%
2) Federal Revenue		8100-8299	710,438.56	0.00	-100.0%
3) Other State Revenue		8300-8599	101,257.65	0.00	-100.0%
4) Other Local Revenue		8600-8799	9,226,231.29	0.00	-100.0%
5) TOTAL, REVENUES			13,197,823.35	0.00	-100.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		1,515,133.28	0.00	-100.0%
2) Instruction - Related Services	2000-2999		19,368,686.24	0.00	-100.0%
3) Pupil Services	3000-3999		117,369.60	0.00	-100.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		241,958.71	0.00	-100.0%
8) Plant Services	8000-8999		828,086.24	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	167,477.40	0.00	-100.0%
10) TOTAL, EXPENSES			22,238,711.47	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(9,040,888.12)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Camino Nuevo Charter High
Los Angeles Unified
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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0106435
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(9,040,888.12)	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	9,497,512.53	456,624.41	-95.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,497,512.53	456,624.41	-95.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,497,512.53	456,624.41	-95.2%
2) Ending Net Position, June 30 (E + F1e)			456,624.41	456,624.41	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	27,274.78	0.00	-100.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	429,349.63	456,624.41	6.4%

Camino Nuevo Charter High
 Los Angeles Unified
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Unaudited Actuals
 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

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 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
3220		(0.01)	0.00
9010		0.01	0.00
Total, Restricted Net Position		0.00	0.00

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Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Object

19 64733 0127910
Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	5,490,160.41	6,513,796.29	18.6%
2) Federal Revenue		8100-8299	1,304,984.25	595,180.51	-54.4%
3) Other State Revenue		8300-8599	537,107.39	816,322.60	52.0%
4) Other Local Revenue		8600-8799	486,682.09	363,203.72	-25.4%
5) TOTAL, REVENUES			7,818,934.14	8,288,503.12	6.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	2,299,589.61	2,998,488.16	30.4%
2) Classified Salaries		2000-2999	488,969.40	786,361.62	60.8%
3) Employee Benefits		3000-3999	782,455.21	1,196,178.34	52.9%
4) Books and Supplies		4000-4999	741,051.02	495,072.79	-33.2%
5) Services and Other Operating Expenses		5000-5999	2,469,893.04	2,448,083.19	-0.9%
6) Depreciation and Amortization		6000-6999	113,453.71	107,139.51	-5.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			6,895,411.99	8,031,323.61	16.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			923,522.15	257,179.51	-72.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

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Charter Schools Enterprise Fund
Expenses by Object

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Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			923,522.15	257,179.51	-72.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	2,474,865.45	3,398,387.57	37.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,474,865.45	3,398,387.57	37.3%
d) Other Restatements		9795	(0.03)	210,821.06	-702736966.7%
e) Adjusted Beginning Net Position (F1c + F1d)			2,474,865.42	3,609,208.63	45.8%
2) Ending Net Position, June 30 (E + F1e) Components of Ending Net Position			3,398,387.57	3,866,388.14	13.8%
a) Net Investment in Capital Assets		9796	1,180,087.22	960,636.10	-18.6%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,218,300.35	2,905,752.04	31.0%

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Form 62

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	989,849.07		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	1,716,738.09		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	56,471.89		
8) Other Current Assets		9340	390.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	560,626.80		
c) Accumulated Depreciation - Land Improvements		9425	(166,145.01)		
d) Buildings		9430	533,285.34		
e) Accumulated Depreciation - Buildings		9435	(70,159.44)		
f) Equipment		9440	1,201,608.53		
g) Accumulated Depreciation - Equipment		9445	(879,129.00)		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			3,943,536.27		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	213,538.79		
2) Due to Grantor Governments		9590	90,815.35		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	205,404.21		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	35,390.32		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			545,148.67		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 +H2) - (I7 + J2)			3,398,387.60		

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment State Aid - Current Year		8011	4,152,487.00	5,044,023.51	21.5%
Education Protection Account State Aid - Current Year		8012	85,390.00	96,520.00	13.0%
State Aid - Prior Years		8019	53,028.00	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,199,255.41	1,373,252.78	14.5%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			5,490,160.41	6,513,796.29	18.6%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	49,931.26	224,522.60	349.7%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	86,950.97	128,998.98	48.4%
Title I, Part A, Basic	3010	8290	213,147.00	182,908.71	-14.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	22,506.00	20,262.73	-10.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	9,527.00	10,753.60	12.9%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	15,712.00	14,019.49	-10.8%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	907,210.02	13,714.40	-98.5%
TOTAL, FEDERAL REVENUE			1,304,984.25	595,180.51	-54.4%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	4,479.76	17,434.96	289.2%
Mandated Costs Reimbursements		8550	20,011.00	20,425.29	2.1%
Lottery - Unrestricted and Instructional Materials		8560	105,189.95	96,037.40	-8.7%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	360,558.68	299,925.95	-16.8%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	46,868.00	382,499.00	716.1%
TOTAL, OTHER STATE REVENUE			537,107.39	816,322.60	52.0%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	8,545.30	14,000.00	63.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	289,695.95	332,463.14	14.8%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	188,440.84	16,740.58	-91.1%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			486,682.09	363,203.72	-25.4%
TOTAL, REVENUES			7,818,934.14	8,288,503.12	6.0%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,670,632.26	2,192,262.00	31.2%
Certificated Pupil Support Salaries		1200	92,686.47	161,906.43	74.7%
Certificated Supervisors' and Administrators' Salaries		1300	536,270.88	644,319.73	20.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			2,299,589.61	2,998,488.16	30.4%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	87,351.80	309,820.00	254.7%
Classified Support Salaries		2200	72,886.61	80,127.00	9.9%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	175,836.29	218,364.85	24.2%
Other Classified Salaries		2900	152,894.70	178,049.77	16.5%
TOTAL, CLASSIFIED SALARIES			488,969.40	786,361.62	60.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	369,297.00	507,344.20	37.4%
PERS		3201-3202	97,808.43	180,155.45	84.2%
OASDI/Medicare/Alternative		3301-3302	69,829.65	103,634.75	48.4%
Health and Welfare Benefits		3401-3402	210,130.47	316,147.15	50.5%
Unemployment Insurance		3501-3502	1,384.55	46,553.65	3262.4%
Workers' Compensation		3601-3602	30,334.35	42,343.14	39.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,670.76	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			782,455.21	1,196,178.34	52.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	19,040.59	31,900.00	67.5%
Books and Other Reference Materials		4200	6,511.73	13,000.00	99.6%
Materials and Supplies		4300	219,258.64	151,613.50	-30.9%
Noncapitalized Equipment		4400	425,417.39	61,898.00	-85.5%
Food		4700	70,822.67	236,661.29	234.2%
TOTAL, BOOKS AND SUPPLIES			741,051.02	495,072.79	-33.2%

Camino Nuevo High #2
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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,272.30	20,620.00	530.1%
Dues and Memberships		5300	9,508.29	16,500.31	73.5%
Insurance		5400-5450	3,998.00	3,904.00	-2.4%
Operations and Housekeeping Services		5500	209,574.42	248,524.18	18.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	648,891.04	658,479.93	1.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,488,185.86	1,456,573.05	-2.1%
Communications		5900	106,463.13	43,481.72	-59.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			2,469,893.04	2,448,083.19	-0.9%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	113,453.71	107,139.51	-5.6%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			113,453.71	107,139.51	-5.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			6,895,411.99	8,031,323.61	16.5%

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Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

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19 64733 0127910
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	5,490,160.41	6,513,796.29	18.6%
2) Federal Revenue		8100-8299	1,304,984.25	595,180.51	-54.4%
3) Other State Revenue		8300-8599	537,107.39	816,322.60	52.0%
4) Other Local Revenue		8600-8799	486,682.09	363,203.72	-25.4%
5) TOTAL, REVENUES			7,818,934.14	8,288,503.12	6.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		2,622,998.44	3,602,926.28	37.4%
2) Instruction - Related Services	2000-2999		2,673,079.07	2,467,756.90	-7.7%
3) Pupil Services	3000-3999		246,305.24	599,156.01	143.3%
4) Ancillary Services	4000-4999		0.00	2,500.00	New
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		384,739.28	374,500.50	-2.7%
8) Plant Services	8000-8999		968,289.96	984,483.92	1.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			6,895,411.99	8,031,323.61	16.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			923,522.15	257,179.51	-72.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Camino Nuevo High #2
Los Angeles Unified
Los Angeles County

Unaudited Actuals
Charter Schools Enterprise Fund
Expenses by Function

19 64733 0127910
Form 62

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			923,522.15	257,179.51	-72.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	2,474,865.45	3,398,387.57	37.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,474,865.45	3,398,387.57	37.3%
d) Other Restatements		9795	(0.03)	210,821.06	-702736966.7%
e) Adjusted Beginning Net Position (F1c + F1d)			2,474,865.42	3,609,208.63	45.8%
2) Ending Net Position, June 30 (E + F1e)			3,398,387.57	3,866,388.14	13.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	1,180,087.22	960,636.10	-18.6%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,218,300.35	2,905,752.04	31.0%

Camino Nuevo High #2
 Los Angeles Unified
 Los Angeles County

Unaudited Actuals
 Charter Schools Enterprise Fund
 Exhibit: Restricted Net Position Detail

19 64733 0127910
 Form 62

Resource	Description	2020-21 Unaudited Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Cover Sheet

2021-22 Budget Update

Section: VII. Financial Update
Item: C. 2021-22 Budget Update
Purpose: FYI
Submitted by:
Related Material: 21-22 Budget Summary - CNCA Consolidated - 09.09.21.pdf

Camino Nuevo Charter Academy

Consolidated Budget Summary

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	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
Enrollment	590	581	697	679	471	451	267	262	738	713	606	604	508	504	-	-	3,139	3,081
ADA	560.50	551.95	662.15	645.05	447.45	428.45	253.65	248.90	701.10	677.35	575.70	573.80	482.60	478.80	-	-	2,982.05	2,926.95
ADA %	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	-	-	95%	95%
UPP	100%	100%	93%	93%	99%	99%	94%	94%	97%	97%	91%	91%	96%	96%	0%	0%	82%	82%
Income																		
8011-8098 - Local Control Funding Formula Sources																		
8011 Local Control Funding Formula	3,856,871	3,675,769	4,427,685	4,178,746	3,114,400	2,891,201	1,645,238	1,558,354	4,759,637	4,449,555	3,827,826	3,689,369	5,044,024	5,183,068	-	-	21,916,044	21,176,507
8012 Education Protection Account	1,059,320	1,334,512	1,255,284	1,564,408	841,985	1,031,410	477,304	599,179	1,319,289	1,630,589	1,089,425	1,389,098	96,520	95,760	-	-	4,819,837	6,014,368
8019 Local Control Funding Formula - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	1,594,920	1,618,919	1,884,168	1,891,990	1,273,232	1,256,682	721,769	730,046	1,995,001	1,986,729	1,638,172	1,683,007	1,373,253	1,404,363	-	-	8,485,513	8,585,008
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 8011-8098 - Local Control Funding Formula Sources	6,511,111	6,629,201	7,567,136	7,635,144	5,229,617	5,179,294	2,844,310	2,887,578	8,073,927	8,066,872	6,555,423	6,761,474	6,513,796	6,683,191	-	-	35,221,394	35,775,882
8100-8299 - Federal Revenue																		
8181 Special Education - Federal (IDEA)	149,822	147,536	176,993	172,422	119,603	114,525	67,801	66,531	187,404	181,056	153,885	153,377	128,999	127,983	-	-	797,102	782,374
8221 Child Nutrition - Federal	570,561	561,857	519,410	505,996	428,932	410,718	152,252	149,401	581,184	560,120	387,254	385,976	224,523	222,755	-	-	2,282,932	2,236,704
8223 CACFP Supper	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8291 Title I	310,690	329,984	234,893	252,009	213,116	226,467	115,832	123,088	328,948	349,555	207,936	220,849	182,909	194,267	-	-	1,265,376	1,346,663
8292 Title II	29,060	29,418	28,616	28,970	23,304	23,591	12,666	12,822	35,970	36,414	23,768	24,061	20,263	20,512	-	-	137,677	139,375
8294 Title III	41,756	41,756	28,257	28,257	31,346	31,346	11,783	11,783	43,129	43,129	22,194	22,194	10,754	10,754	-	-	146,089	146,089
8295 Title IV, SSAFE	23,814	24,324	17,687	18,066	16,335	16,685	9,744	9,952	26,079	26,637	15,938	16,279	14,019	14,320	-	-	97,538	99,626
8296 Title IV, PCSGP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8297 Facilities Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299 All Other Federal Revenue	-	1,487,401	-	1,549,562	-	1,020,366	17,771	634,805	17,771	1,655,171	-	1,397,097	13,714	1,068,763	-	-	31,486	7,157,994
Total 8100-8299 - Other Federal Income	1,125,703	2,622,277	1,005,856	2,555,280	832,636	1,843,697	387,849	1,008,383	1,220,486	2,852,080	810,975	2,219,833	595,181	1,659,354	-	-	4,758,199	11,908,824
8300-8599 - Other State Revenue																		
8520 Child Nutrition - State	47,612	46,885	42,917	41,809	35,879	34,356	12,339	12,108	48,218	46,464	32,289	32,182	17,435	17,298	-	-	188,471	184,638
8550 Mandate Block Grant	9,484	9,484	11,534	11,534	7,901	7,901	4,477	4,477	12,377	12,377	10,431	10,431	20,425	20,425	-	-	64,252	64,252
8561 State Lottery - Non Prop 20	84,075	89,968	99,323	105,143	67,118	69,837	38,048	40,571	105,165	110,408	86,355	93,529	72,390	78,044	-	-	447,308	477,093
8562 State Lottery - Prop 20	27,465	35,877	32,445	41,928	21,925	27,849	12,429	16,179	34,354	44,028	28,209	37,297	23,647	31,122	-	-	146,120	190,252
8560 Lottery Revenue	111,540	125,845	131,768	147,071	89,043	97,687	50,476	56,749	139,519	154,436	114,564	130,826	96,037	109,166	-	-	593,428	667,345
8587 State Grant Pass-Through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8591 SB740	295,637	333,923	-	-	-	-	123,147	123,147	123,147	123,147	-	-	299,926	299,926	-	-	718,710	756,996
8592 State Mental Health	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8593 After School Education & Safety	177,559	177,559	177,559	177,559	177,559	177,559	-	-	177,559	177,559	124,387	124,387	-	-	-	-	657,065	657,065
8594 Supplemental Categorical Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 State Revenue - Other	422,026	422,026	517,858	517,858	345,289	340,976	205,264	178,279	550,553	519,255	472,152	472,152	382,499	362,048	-	-	2,345,088	2,293,339
Total 8300-8599 - Other State Income	1,063,857	1,115,722	881,636	895,831	655,671	658,478	395,703	374,760	1,051,374	1,033,238	753,824	769,979	816,323	808,863	-	-	4,567,013	4,623,634
8600-8799 - Other Local Revenue																		
8631 Sale of Equipment & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650 Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660 Interest & Dividend Income	15,000	15,000	10,000	10,000	12,000	12,000	5,000	5,000	17,000	17,000	10,000	10,000	14,000	14,000	-	-	66,000	66,000
8662 Net Increase (Decrease) in Fair Value of Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8681 Intra-Agency Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8682 Childcare & Enrichment Program Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8689 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8692 Grants	10,000	10,000	100,000	100,000	2,500	2,500	-	-	2,500	2,500	-	-	-	-	-	-	112,500	112,500
8694 In Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8695 Contributions & Events	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8696 Other Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8697 E-Rate	13,440	13,440	14,776	14,776	14,776	14,776	14,776	14,776	29,552	29,552	14,776	14,776	16,741	16,741	-	-	89,284	89,284

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
8698 SELPA Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699 All Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8792 Transfers of Apportionments - Special Education	386,128	417,716	456,155	488,174	308,248	324,251	174,739	188,368	482,988	512,618	396,600	434,252	332,463	362,356	-	-	2,054,334	2,215,116
Total 8600-8799 - Other Income-Local	424,568	456,156	580,931	612,950	337,524	353,527	194,515	208,143	532,040	561,670	421,376	459,028	363,204	393,096	-	-	2,322,119	2,482,900
Prior Year Adjustments																		
8999 Other Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL INCOME	9,125,239	10,823,356	10,035,559	11,699,205	7,055,448	8,034,996	3,822,378	4,478,865	10,877,827	12,513,860	8,541,597	10,210,313	8,288,503	9,544,505	-	-	46,868,725	54,791,240
Expense																		
1000 - Certificated Salaries																		
1110 Teachers' Salaries	1,856,591	1,950,356	2,463,353	2,938,284	1,494,941	1,633,601	881,270	917,944	2,376,211	2,551,545	2,308,249	2,562,195	2,037,137	2,022,891	-	-	11,041,541	12,025,271
1120 Teachers' Hourly	-	-	42,000	42,000	-	-	-	-	-	-	13,090	-	-	-	-	-	55,090	42,000
1170 Teachers' Salaries - Substitute	53,723	53,723	61,050	61,050	82,510	83,128	24,050	24,050	106,560	107,178	64,750	64,750	51,870	51,870	-	-	337,953	338,571
1175 Teachers' Salaries - Stipend/Extra Duty	105,410	188,410	99,870	205,870	110,450	171,220	28,540	77,250	138,990	248,470	80,120	176,840	103,255	262,755	-	-	527,645	1,082,345
1211 Certificated Pupil Support - Librarians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1213 Certificated Pupil Support - Guidance & Counseling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1215 Certificated Pupil Support - Psychologist	69,273	67,743	81,571	80,779	50,956	54,050	30,292	30,665	81,249	84,715	67,462	70,263	62,228	58,302	-	-	361,782	361,801
1299 Certificated Pupil Support - Other	110,963	108,513	204,657	129,134	81,624	86,579	48,523	49,119	130,146	135,699	107,846	112,324	99,678	93,390	-	-	653,291	579,060
1300 Certificated Supervisors' & Administrators' Salaries	505,530	442,291	502,580	439,900	436,923	399,485	298,939	275,879	735,862	675,364	498,610	442,431	644,320	643,512	-	-	2,886,903	2,643,498
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 1000 - Certificated Salaries	2,701,489	2,811,035	3,455,081	3,897,017	2,257,404	2,428,063	1,311,614	1,374,907	3,569,018	3,802,970	3,140,127	3,428,803	2,998,488	3,132,721	-	-	15,864,204	17,072,545
2000 - Classified Salaries																		
2111 Instructional Aide & Other Salaries	447,441	520,217	408,968	481,154	342,671	388,864	103,508	128,106	446,178	516,970	588,855	686,262	309,820	245,645	-	-	2,201,262	2,450,247
2121 After School Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2131 Classified Teacher Salaries	161,585	250,886	-	37,600	74,400	75,200	65,150	37,600	139,550	112,800	18,500	18,800	-	-	-	-	319,635	420,086
2200 Classified Support Salaries	113,209	132,385	142,574	143,020	102,671	102,410	55,785	71,579	158,456	173,989	108,776	108,727	80,127	90,029	-	-	603,142	648,149
2300 Classified Supervisors' & Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	62,400	-	-	-	62,400
2400 Classified Office Staff Salaries	211,705	211,225	178,385	186,325	205,625	206,272	142,096	141,628	347,721	347,900	194,110	196,726	218,365	219,368	-	-	1,150,286	1,161,544
2900 Other Classified Salaries	202,264	360,313	221,242	295,914	201,473	326,551	116,296	157,821	317,769	484,371	272,049	347,984	178,050	280,980	-	-	1,191,375	1,769,562
Total 2000 - Classified Salaries	1,136,204	1,475,026	951,169	1,144,012	926,840	1,099,296	482,835	536,734	1,409,674	1,636,030	1,182,290	1,358,498	786,362	898,421	-	-	5,465,700	6,511,987
3000 - Employee Benefits																		
3111 STRS - State Teachers Retirement System	457,092	475,627	584,600	659,375	381,953	410,828	221,925	232,634	603,878	643,462	531,310	580,153	507,344	530,056	-	-	2,684,223	2,888,675
3212 PERS - Public Employee Retirement System	260,304	337,928	217,913	262,093	212,339	251,849	110,617	122,966	322,956	374,815	270,863	311,232	180,155	205,828	-	-	1,252,192	1,491,896
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3311 OASDI - Social Security	70,445	91,452	58,972	70,929	57,464	68,156	29,936	33,278	87,400	101,434	73,302	84,227	48,754	55,702	-	-	338,873	403,743
3331 MED - Medicare	55,647	62,148	63,891	73,095	46,172	51,147	26,020	27,719	72,191	78,865	62,675	69,416	54,880	58,452	-	-	309,284	341,976
3401 H&W - Health & Welfare	322,253	367,038	379,682	415,363	297,972	320,592	108,085	122,296	406,057	442,888	353,643	363,734	316,147	319,813	-	-	1,777,782	1,908,837
3501 SUI - State Unemployment Insurance	47,204	21,430	54,197	25,205	39,166	17,637	22,072	9,558	61,238	27,195	53,166	23,937	46,554	20,156	-	-	262,358	117,923
3601 Workers' Compensation Insurance	47,595	54,411	46,730	55,185	29,531	33,573	20,342	21,903	49,874	55,477	50,820	57,394	42,343	45,605	-	-	237,361	268,072
3751 OPEB, Active Employees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3902 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 3000 - Employee Benefits	1,260,539	1,410,034	1,405,985	1,561,245	1,064,597	1,153,782	538,996	570,354	1,603,593	1,724,136	1,395,778	1,490,092	1,196,178	1,235,613	-	-	6,862,074	7,421,121
4000 - Supplies																		
4111 Core Curricula Materials	24,800	324,800	108,300	290,034	16,571	240,305	12,107	117,607	28,678	357,912	27,755	335,642	31,900	54,754	-	-	221,433	1,363,142
4211 Books & Other Reference Materials	1,000	1,000	7,000	7,000	3,325	3,325	375	375	3,700	3,700	4,000	4,000	13,000	13,000	-	-	28,700	28,700
4311 Student Materials	48,800	78,223	58,001	81,547	53,247	86,247	29,095	42,502	82,341	128,748	33,328	56,528	51,420	92,420	-	-	273,889	437,465
4351 Office Supplies	18,600	18,600	18,000	18,000	19,200	19,200	12,000	17,000	31,200	36,200	15,600	15,600	18,000	18,000	-	-	101,400	106,400
4371 Custodial Supplies	13,720	38,862	12,000	37,142	21,600	46,742	12,000	32,142	33,600	78,884	18,000	66,142	22,800	42,942	-	-	100,120	263,972
4391 Food (Non Nutrition Program)	11,150	11,150	8,600	8,600	14,000	14,000	9,000	9,000	23,000	23,000	12,567	12,567	11,250	11,250	-	-	66,567	66,567
4392 Uniforms	9,800	9,800	5,000	5,000	8,565	8,265	4,005	3,930	12,570	12,195	4,000	4,000	15,620	15,560	-	-	46,990	46,555
4393 PE & Sports Equipment	4,000	4,000	5,000	5,000	7,000	10,000	4,000	7,000	11,000	17,000	6,000	6,000	2,500	2,500	-	-	28,500	34,500
4395 Before & After School Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4399 All Other Supplies	12,190	22,163	17,091	27,037	11,413	21,353	8,551	18,536	19,964	39,889	18,318	28,312	30,024	50,012	-	-	97,587	167,413

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
4390 Other Supplies	37,140	47,113	35,691	45,637	40,978	53,618	25,556	38,466	66,534	92,084	40,885	50,879	59,394	79,322	-	-	239,644	315,035
4411 Non Capitalized Equipment	16,309	96,725	12,409	52,578	18,288	66,935	9,156	46,667	27,444	113,602	15,648	23,035	61,898	168,715	-	-	133,708	454,655
4711 Nutrition Program Food & Supplies	598,524	589,394	530,244	516,550	466,679	446,863	176,667	173,358	643,346	620,221	449,383	447,818	236,661	234,798	-	-	2,458,158	2,408,782
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 4000 - Supplies	758,893	1,194,717	781,645	1,048,488	639,888	963,235	276,956	468,117	916,843	1,431,352	604,598	999,644	495,073	703,950	-	-	3,557,052	5,378,151
5000 - Operating Services																		
5211 Travel & Conferences	12,000	17,000	60,250	60,250	8,000	8,597	1,597	1,597	9,597	10,194	5,000	18,600	20,620	20,620	-	-	107,467	126,664
5311 Dues & Memberships	9,205	9,115	11,310	11,130	6,497	6,297	3,170	3,120	9,667	9,417	8,210	8,190	16,500	16,460	-	-	54,892	54,312
5451 General Insurance	-	-	-	-	-	-	25,277	25,277	25,277	25,277	-	-	3,904	3,904	-	-	29,181	29,181
5511 Utilities	144,523	144,523	104,466	104,466	142,541	142,541	49,505	49,505	192,046	192,046	127,924	127,924	120,870	120,870	-	-	689,829	689,829
5521 Security Services	40,740	57,404	1,400	1,400	500	38,100	2,300	2,300	2,800	40,400	500	500	5,090	5,090	-	-	50,530	104,794
5531 Housekeeping Services	86,550	86,550	72,000	72,000	106,000	106,000	-	-	106,000	106,000	114,300	114,300	66,723	66,723	-	-	445,573	445,573
5599 Other Facility Operations & Utilities	41,237	41,237	44,993	44,993	61,875	61,875	21,685	23,170	83,560	85,045	69,955	69,955	55,841	55,841	-	-	295,586	297,071
5611 School Rent - Private Facility	575,176	593,640	-	-	-	-	218,928	218,928	218,928	218,928	-	-	533,202	533,202	-	-	1,327,306	1,345,770
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5619 Other Facility Rentals	8,011	8,011	14,638	14,638	-	-	6,908	6,908	6,908	6,908	1,000	1,000	35,866	35,866	-	-	66,423	66,423
5621 Equipment Lease	44,009	44,009	26,459	26,459	38,071	38,071	19,641	19,641	57,712	57,712	30,205	30,205	54,412	54,412	-	-	212,798	212,798
5631 Vendor Repairs	43,000	43,000	30,000	30,000	44,000	44,000	25,000	25,000	69,000	69,000	40,000	40,000	35,000	35,000	-	-	217,000	217,000
5812 Field Trips & Pupil Transportation	16,800	16,800	32,000	32,000	21,465	21,165	17,400	17,400	38,865	38,565	12,000	15,000	48,300	48,300	-	-	147,965	150,665
5821 Legal	-	-	-	-	-	-	-	-	-	-	15,000	15,000	-	-	-	-	15,000	15,000
5823 Audit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5831 Advertisement & Recruitment	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000	5,000	5,000	5,000	5,000	-	-	30,000	30,000
5841 Contracted Substitute Teachers	-	-	-	-	-	-	-	-	-	-	-	-	1,800	1,800	-	-	1,800	1,800
5842 Special Education Services	330,000	330,000	459,250	459,250	209,000	209,000	104,500	104,500	313,500	313,500	197,500	197,500	185,300	185,300	-	-	1,485,550	1,485,550
5843 Non Public School	-	-	75,185	75,185	-	-	-	-	-	-	2,980	2,980	-	-	-	-	78,165	78,165
5844 After School Services	177,559	177,559	177,559	177,559	177,559	177,559	-	-	177,559	177,559	124,387	124,387	-	-	-	-	657,065	657,065
5849 Other Student Instructional Services	59,280	368,417	-	427,392	-	251,028	-	202,799	-	453,826	8,840	350,942	33,689	450,957	-	-	101,809	2,051,534
5852 Professional Development	18,813	165,631	18,375	182,186	19,675	120,001	73,076	73,076	39,088	193,077	28,250	136,937	3,963	124,507	-	-	108,488	802,337
5854 Nursing & Medical (Non-IEP)	4,100	4,100	6,000	6,000	3,500	3,500	2,500	2,500	6,000	6,000	6,658	6,658	2,000	2,000	-	-	24,758	24,758
5859 All Other Consultants & Services	23,041	172,788	13,946	132,105	36,375	129,995	7,608	38,301	43,983	168,295	33,803	119,479	31,129	111,240	-	-	145,904	703,907
5861 Non Instructional Software	55,664	55,637	61,741	61,741	49,346	54,552	32,369	35,310	81,715	89,862	67,311	67,305	46,751	50,751	-	-	313,182	325,295
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5871 District Oversight Fees	65,111	66,292	75,671	76,351	52,296	51,793	28,443	28,876	80,739	80,669	65,554	67,615	65,138	66,832	-	-	352,214	357,759
5872 Special Education Fees (SELPA)	107,190	113,050	126,630	132,119	85,570	87,755	48,508	50,980	134,078	138,735	110,097	117,526	92,292	98,068	-	-	570,287	599,498
5881 Intra-Agency Fees	1,000,487	1,026,047	1,084,605	1,098,843	766,046	762,275	421,412	429,537	1,187,458	1,191,812	931,968	964,623	927,906	954,596	-	-	5,132,424	5,235,922
5895 Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5899 All Other Expenses	11,737	11,737	14,482	14,482	11,025	11,025	5,422	5,422	16,447	16,447	11,590	11,590	13,305	13,305	-	-	67,562	67,562
5911 Office Phone	20,616	20,616	9,492	9,492	13,764	13,764	7,966	7,966	21,730	21,730	9,528	9,528	16,716	16,716	-	-	78,082	78,082
5913 Mobile Phone	792	792	1,512	1,512	4,020	4,020	1,512	1,512	5,532	5,532	3,600	3,600	840	840	-	-	12,276	12,276
5921 Internet	16,800	16,800	18,470	18,470	18,470	18,470	18,470	18,470	36,940	36,940	18,470	18,470	20,926	20,926	-	-	111,605	111,605
5923 Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5931 Postage & Shipping	800	800	1,250	1,250	3,500	3,500	500	500	4,000	4,000	2,000	2,000	5,000	5,000	-	-	13,050	13,050
5999 Other Communications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 5000 - Operating Services	2,918,243	3,596,557	2,546,685	3,276,275	1,884,097	2,369,884	1,095,033	1,397,592	2,979,131	3,767,476	2,051,629	2,646,812	2,448,083	3,104,126	-	-	12,943,770	16,391,245
6000 - Capital Outlay																		
6901 Depreciation Expense	133,720	152,709	613,199	626,868	68,496	87,066	69,967	86,954	138,464	174,019	88,205	135,191	107,140	163,168	-	-	1,080,727	1,251,955
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6000 - Capital Outlay	133,720	152,709	613,199	626,868	68,496	87,066	69,967	86,954	138,464	174,019	88,205	135,191	107,140	163,168	-	-	1,080,727	1,251,955
7000 - Other Outgo																		
7438 Interest Expense	-	-	210,583	210,583	-	-	-	-	-	-	-	-	-	-	-	-	210,583	210,583
Total 7000 - Other Outgo	-	-	210,583	210,583	-	-	-	-	-	-	-	-	-	-	-	-	210,583	210,583
TOTAL EXPENSE	8,909,089	10,640,078	9,964,346	11,764,487	6,841,322	8,101,326	3,775,402	4,434,658	10,616,723	12,535,983	8,462,627	10,059,041	8,031,324	9,237,998	-	-	45,984,109	54,237,588
NET INCOME	216,150	183,278	71,213	(65,282)	214,126	(66,330)	46,977	44,207	261,103	(22,123)	78,969	151,272	257,180	306,507	-	-	884,615	553,652

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
Beginning Cash Balance	2,227,459	3,033,269	971,644	1,677,764	1,227,768	2,000,901	1,802,564	2,032,231	3,030,333	4,033,132	1,172,258	1,849,639	668,193	989,849	21,442	1,417,249	8,091,327	13,000,903
Cash Flow from Operating Activities																		
Net Income	216,150	183,278	71,213	(65,282)	214,126	(66,330)	46,977	44,207	261,103	(22,123)	78,969	151,272	257,180	306,507	-	-	884,615	553,652
Change in Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Accounts Receivable	1,979,895	1,285,446	2,106,104	1,530,543	1,578,042	973,621	796,606	639,483	2,374,648	1,613,104	1,894,225	1,372,542	1,839,838	1,716,738	-	-	10,194,709	7,518,373
Current Year Accounts Receivable	(2,475,412)	(2,870,938)	(2,327,299)	(1,246,113)	(1,669,828)	(1,837,839)	(992,812)	(1,134,786)	(2,662,640)	(2,972,625)	(1,941,711)	(2,322,413)	(2,688,370)	(2,761,292)	-	-	(12,095,433)	(12,173,381)
Change in Due from	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Accounts Payable	(18,904)	40,935	(21,873)	(215)	(16,743)	(9,842)	(7,439)	2,598	(24,182)	(7,244)	(18,908)	(11,024)	(15,499)	(5,932)	(2,027)	(6,231)	(101,393)	10,289
Change in Due to	(818)	(100,622)	(1,141)	(120,850)	(742)	(88,066)	(486)	(47,277)	(1,227)	(135,343)	(1,036)	(109,217)	(730)	(90,815)	-	-	(4,952)	(556,848)
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Prepaid Expenditures	(102,801)	(57,691)	(45,354)	(14,462)	(54,060)	(10,235)	(45,084)	(38,348)	(99,143)	(48,582)	(26,782)	(12,880)	(99,018)	(59,295)	(15,000)	(15,000)	(388,098)	(207,910)
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation Expense	133,720	152,709	613,199	626,868	68,496	87,066	69,967	86,954	138,464	174,019	88,205	135,191	107,140	163,168	-	-	1,080,727	1,251,955
Cash Flow from Investing Activities																		
Capital Expenditures	(1,540)	(55,040)	(11,000)	(23,200)	-	(47,257)	(1,500)	(142,558)	(1,500)	(189,815)	-	(223,950)	-	(165,000)	-	-	(14,040)	(657,005)
Cash Flow from Financing Activities																		
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	-	-	(388,810)	(388,810)	-	-	-	-	-	-	-	-	-	-	-	-	(388,810)	(388,810)
Ending Cash Balance	1,957,749	1,611,346	966,681	1,976,243	1,347,062	1,002,019	1,668,793	1,442,505	3,015,855	2,444,524	1,245,219	829,161	68,733	93,926	4,415	1,396,018	7,258,652	8,351,218
5% Reserve Goal		532,004		588,224		405,066		221,733		626,799		502,952		461,900		-		2,711,879
Net Income as a Percent of Expenses	2.4%	1.7%	0.7%	-0.6%	3.1%	-0.8%	1.2%	1.0%	2.5%	-0.2%	0.9%	1.5%	3.2%	3.3%			1.9%	1.0%
Ending Cash as a Percent of Expenses	22.0%	15.1%	9.7%	16.8%	19.7%	12.4%	44.2%	32.5%	28.4%	19.5%	14.7%	8.2%	0.9%	1.0%			15.8%	15.4%
ESSER Capitalized Purchases:		\$ 53,500.00		\$ 12,200.00		\$ 47,257.00		\$ 112,585.00		\$ 159,842.00		\$ 223,950.00		\$ 165,000.00		\$ -		\$ 614,492.00
Net income, net of ESSER Cap Purchases		\$ 129,777.55		\$ (77,481.80)		\$ (113,586.83)		\$ (68,378.04)		\$ (181,964.87)		\$ (72,677.65)		\$ 141,506.68		\$ -		\$ (60,840.09)

Cover Sheet

ESSER III Spending Plan Draft

Section: VIII. Public Hearing : ESSER III Spending Plan
Item: A. ESSER III Spending Plan Draft
Purpose: FYI
Submitted by:
Related Material: ESSERIII Slide Deck.pdf
CNCA2.COVIDSPendingplan.ESSERIII.xlsx
CNHS2.COVIDSPendingplan.ESSERIII.xlsx
CNCA.COVIDSPendingplan.ESSERIII.xlsx
CNCA3.COVIDSPendingplan.ESSERIII.xlsx
CNCA4.COVIDSPendingplan. ESSERIII.xlsx

ESSE Plan



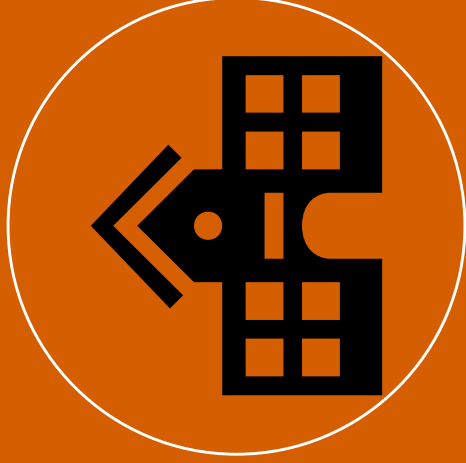
Camino
Nuevo
Charter

20

Overview

- Elementary and Secondary School Relief (ESSER)
- Intended to address students' academic, emotional, and mental health needs, and opportunity gaps that existed before, and exacerbated by, the COVID-19 pandemic
- Plan must be adopted by the local governing body of the LEA at a public meeting

ESSER 3 Spending Plan





Strategies for
Continuous and Safe
In-Person Learning



Addressing
Instructional





Strategies for Continued In-Person Learning

Action Title	Action Description
COVID Safety and Response 	Implementation of COVID-19 safety protocols. School Manager, facility management, and additional staff program, and additional department guidance.
Technology for Learning Flexibility 	Investment in technology to ensure students are able to continue learning, including devices, internet access, and software.





Addressing Lost In

Action Title	Action Description
<p>Tier 2 Academic Interventions</p> 	<p>CNCA is hiring Intervention Specialists (TOSA) and/or Interventionists to provide intervention programs and interventions to students in small groups. We will use close data-based action research to monitor student progress.</p>
<p>Aligned Curriculum & PD</p> 	<p>A key lever in our academic success is that all students have access to high quality curriculum. Our Language Arts, Spanish Language Arts, and Science educators will receive aligned curricular materials, as well as professional development.</p>



Use of Any Remaining

Action Title	Action Description
<p data-bbox="771 1102 852 1732">Family Resources</p> 	<p data-bbox="771 0 950 693">Resources for family workshops and a</p>
<p data-bbox="1185 871 1266 1732">Facilities and Operations</p> 	<p data-bbox="1185 0 1469 693">Investments in facilities operation of and construction of acrylic barriers, sign</p>

Community Feedback Col

- Written Feedback
 - PADLET: <https://padlet.com/chantavian>
- Verbal Feedback
 - Attend school's upcoming Cafecito or pa
 - Connect with the family services coordin
 - Send a note to the school principal

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

CNCA.COVIDSpendingplan.ESSERIII.xlsx

CNCA2.COVIDSPendingplan.ESSERIII.xlsx

CNCA3.COVIDSpendingplan.ESSERIII.xlsx

CNCA4.COVIDSpendingplan. ESSERIII.xlsx

CNHS2.COVIDSpendingplan.ESSERIII.xlsx