

**Sacramento Employment and Training Agency**

**REQUEST FOR PROPOSALS**

**FOR**

**PAYROLL SOFTWARE SYSTEM**

**April 30, 2012**

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## SECTION I

### 1. INTRODUCTION AND GENERAL INFORMATION

**The Sacramento Employment and Training Agency (SETA) is a Joint Powers Agency created under authority of Government Code Section 6500 et. seq. by the City and County of Sacramento to provide human services to the residents of the area. SETA is governed by a five member board comprised of two City Council members, two County Supervisors and a public member appointed by the City of Sacramento and the County of Sacramento. SETA administers state and federally-funded human service programs throughout Sacramento County. Programs for economically disadvantaged persons include job training and employment assistance under the federal Workforce Investment Act (WIA), services to refugees under the Targeted Assistance and Refugee Employment Social Services Grants; human services under the Community Services Block Grant; and educational programs under Head Start.**

SETA is an equal opportunity employer and contractor and does not discriminate in contracting on the basis of sex, marital status, age, race, creed, color, disability or physical or mental condition, religion, national origin or ancestry, political affiliation or belief, or heritage.

SETA is issuing this Request For Proposals (RFP) pursuant to SETA's Procurement Policies and Procedures to solicit proposals for a Payroll software system to serve its current and projected payroll needs. SETA will select a contractor by a weighted process using some or all of the following criteria: responses to the requirements listed in this RFP; demonstrations; user group contacts; site visits; references; etc. The preferred solution selected by the SETA will be the one deemed most compatible with the long-term needs of SETA.

The target date for implementation of this Payroll software system is June 30, 2012. The ability to supply, or interface with, an electronic Time Management system will be required as part of the overall system.

SETA currently uses Novell Netware 6.5 servers supporting approximately 500 users on its wide area network. SETA's current electronic timesheet and accrual servers utilize Microsoft NT 4.0 and Linux WEB servers.

## 2. DEFINITIONS AND INTERPRETATION

As used in this RFP:

- (1) "Contractor" means the Contractor selected by SETA through this RFP.
- (2) "Contract" means the written agreement between SETA and the Contractor that is executed pursuant to this RFP.
- (3) "Contract Administrator" means Rod Nishi, Administration Department Chief, 925 Del Paso Blvd., Suite 100, Sacramento, California 95815, (916) 263-3856.
- (4) "SETA" means the Sacramento Employment and Training Agency.
- (5) "Proposer" means any person or entity that submits a proposal in response to this RFP.
- (6) "System" and "Services" shall mean all labor, materials, plans, specifications, opinions, reports and other services required for the system or authorized pursuant to the contract.
- (7) "Request for Proposals" or "RFP" means this document, exhibits attached to this document and addenda issued by SETA.
- (8) When not inconsistent with the context, words in the present tense include the future tense, and words and phrases used as nouns include the singular and plural forms.
- (9) The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a class, list, or group of persons, entities, things, services, criteria, conditions, rights, obligations or events.
- (10) SETA has complete and exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP.

## 3. GENERAL INSTRUCTIONS AND CONDITIONS

### (1) Inquiries

All inquiries concerning this RFP will be answered at the proposers' conference.

### (2) Ambiguity - Conflict or Other Errors in RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP, the proposer shall immediately notify SETA of such error(s) in writing and request modification or clarification of the document. Any modification or clarification will be made on or before one week prior to the proposal submission deadline by issuing a revision posted to the Public Information section of SETA's web-site: [www.seta.net](http://www.seta.net). Proposers are strongly encouraged to review SETA's web-site for modifications or clarifications prior to submitting their proposal.

If the proposer fails to notify SETA, prior to the date and time fixed for modification, of an error in the RFP, or an error that reasonably should have been known, the proposal shall be submitted at the proposer's own risk. If selected, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

### (3) Proposers' Conference

A proposers' conference will be held so that proposers may have the opportunity to raise questions pertaining to the development of their proposals. It is not the intent of this conference to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions relevant to the RFP. Attendance is optional. The conference will be held on May 7, 2012, 10:00 a.m. in the SETA Board Room, 925 Del Paso, Blvd., Sacramento, California.

(4) Schedule of Events

Release of RFP	April 30, 2012
Proposers' Conference	May 7, 2012
Deadline for Modifications	May 17, 2012
Proposals Due	May 24, 2012
Staff Recommendation	May 31, 2012
SETA Governing Board makes final funding decision	June 7, 2012

(5) Submission of Proposals

(a) Electronic Submission

One (1) copy of the proposal must be submitted and received in electronic format (.pdf or .doc), on or before the due date, by e-mailing the proposal to:

[SETARFP@delpaso.seta.net](mailto:SETARFP@delpaso.seta.net)

Each proposer will receive a confirmation e-mail from SETA confirming that SETA has received the proposal.

(b) Proposal Preparation Cost

Costs for developing proposals are entirely the responsibility of the proposers and shall not be chargeable to SETA.

(c) Receipt of Proposal

All proposals must be received by SETA no later than 5:00 p.m., P.S.T., May 24, 2012, and accordingly, respondents are strongly encouraged to submit proposals as early as possible. In accordance with the policy of the SETA Governing Board, proposals submitted or received after 5:00 p.m., P.S.T., will not be accepted – NO EXCEPTIONS. NO APPEALS WILL BE ACCEPTED FOR LATE PROPOSALS.

(d) Submittal Process

The following process will apply to all proposals submitted:

- SETA will respond with an e-mail verifying the receipt of each proposal received.
- All proposals received prior to 5:00 p.m., P.S.T., May 24, 2012, will be saved to SETA's secure network. No determination will be made on the responsiveness to the RFP at the time of submittal.
- No proposal will be accepted from any person after the submittal deadline.
- Staff will inform the Governing Board and the proposer of any proposals deemed by staff to be non-responsive proposals to the RFP and those wishing to address the above circumstances will be allowed to do so before the SETA Governing Board.

(e) Proposal Obligation

The contents of the proposal and any clarification thereto submitted by the successful proposer may, at the sole option of SETA, become part of the contractual obligation and be incorporated by reference into the ensuing contract.

(f) Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.

(6) Withdrawal of Proposals

The proposer may withdraw a proposal by submitting a request for its withdrawal to Mr. Rod Nishi, Administration Department Chief, at any time prior to the proposal submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modifications will not be considered after the deadline.

(7) Status of Proposal

(a) Disposal of Proposal

All proposals become the property of SETA.

(b) Disclosure of Proposal Content

It is the responsibility of proposers to identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that SETA agrees with that designation, such information will be held in strict

confidence. All other information will be considered public. In the event any information is considered confidential pursuant to the foregoing, and any person makes a request for disclosure of the information, SETA shall notify the proposer submitting such information that such a request has been made. Unless the proposer immediately agrees to assume the defense of such request and pay all costs associated therewith (including any attorney's fees which might be awarded to the prevailing party), SETA shall have no further obligation to the proposer to retain the information as confidential. Further, the proposer shall expressly agree to indemnify SETA against any cost resulting from nondisclosure of the information.

(8) Contractual Development

SETA intends to enter into a contractual agreement with the successful proposer substantially in accordance with SETA's standard Services Contract, a copy of which is attached to this RFP as Exhibit D. Contract negotiations will follow selection of the apparent successful proposer. Because of the complex nature of this acquisition, it is likely that an award will be made directly on the basis of proposal content. However, SETA reserves the right to negotiate further with one or more proposers. The content of the RFP and the successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract. Proposers must be amenable to inclusion, in a contract, of any information provided either in response to this RFP or subsequently during the selection process.

(9) Contract Term

SETA will award the contract for a two-year term beginning July 1, 2012 and ending June 30, 2014. SETA shall have the exclusive option to extend the contract for additional period(s) beginning July 1, 2014 (see paragraph 10, "Contract Extension," for further details regarding contract extension).

(10) Contract Extension

SETA may, in its sole discretion, renew the contract for additional terms of one or more years upon the same terms and conditions. The fee for any additional term will be subject to renegotiation based upon required performance. Any increase will not exceed 5% or the Consumer Price Index, whichever is smaller. If additional services are required during the initial term or any additional term, a fee will be negotiated consistent with the fee established for the services otherwise provided.

(11) Limitation

This RFP does not, in any way, commit SETA to award a contract. SETA reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this RFP if it is in the best interest of SETA to do so.

#### (4) EVALUATION AND SELECTION PROCESS

##### (1) Evaluation Process

Proposals will be evaluated in detail. Proposers may be asked to present and explain their proposals at management and technical levels. The proposal which then appears functionally most favorable will be compared to other proposals for cost purposes. The analysis will examine differences in costs and benefits.

The evaluation may result in the initial selection of more than one proposer. Before final award, SETA may meet and interview these selected proposers. Upon selection of a proposer by the SETA Governing Board, contract negotiations will begin as soon as possible. If a contract for any reason cannot be negotiated, another proposer may be selected. SETA reserves the right to negotiate a contract with one or more proposers. Only one contract, however, will be awarded.

If inclusion of any of SETA's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal.

##### (2) Evaluation Criteria

Proposals will be evaluated by the Evaluation Team using the following criteria to determine the proposal which best meets the needs of SETA:

- Responsiveness of the proposal in clearly stating the understanding of the services to be performed.
- Cost, although a significant factor, may not be the dominant factor. Cost is particularly important when all the other evaluation criteria are relatively equal.
- Technical experience of the firm.
- Experience and professional activities of staff involved.
- Size and structure of the firm.
- Past performance of the proposer on work previously done for SETA or similar government agencies.

In addition, SETA may consider and evaluate the following information to determine which proposer will be selected to perform the services:

- Features, functionality and usability of software.
- Screen layout/appearance and flow of applications.
- Review of existing proposer client base with emphasis on public sector.
- Cost of software and total contract price.
- Capability and cost to perform any conversion necessary.
- Hardware costs to comply with optimum software performance.
- Quality of software manuals, or other documentation/training aids.
- Software maintenance/support cost.



- Proposer's ability to support the system, including installation, conversion, software, training, and hardware/software maintenance and support.
- Ability to train user personnel.
- Review of the demonstrations given by each proposer.
- Ability to meet the scheduled timeline.
- Proposer credentials and qualifications.
- Amount of support required by the SETA staff for implementing the system.
- Reports available and/or reporting capability.
- Information on prior claims involving the proposer.
- Proposed contract provisions.
- Information regarding the proposer's ability to provide services promptly and efficiently as needed and the proposer's proposed schedule for the services.

SETA is not limited to the information listed above and may consider any information relating to the services or the proposer's qualifications and experience.

(3) Evaluation Committee

The evaluation will be performed by a committee of SETA Management and Confidential Unrepresented employees. The SETA Governing Board will make the final selection decision. SETA may require representatives of the proposer to make oral presentations or to provide written clarification of the proposal.

(4) Right of Rejection

SETA reserves the right to reject any or all proposals.

SETA retains exclusive discretion to determine:

- Whether a proposal is responsive and conforms to the provisions of this RFP;
- Whether a proposer should be allowed to submit supplemental information;
- Whether a proposer will be interviewed;
- Whether irregularities or deficiencies in a Proposal should be waived; and
- The importance that should be assigned to information listed in sub-paragraph 2 of this paragraph.

(5) PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this RFP shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the Clerk of the Boards at SETA no later than five (5) calendar days prior to the date of any funding determination by the Governing Board. In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

The SETA Governing Board shall resolve any protest based upon the written protest and any oral or written response thereto provided by staff. Any SETA Governing Board resolution of the protest shall be made prior to any funding determination under this RFP and such resolution by the SETA Governing Board shall be deemed final.

(6) ADDENDA TO THE REQUEST FOR PROPOSALS

If inquiries or comments by proposers raise issues that require clarification by SETA, or if SETA decides to extend the selection schedule or revise any part of this RFP, addenda will be provided to all persons who receive the RFP.

(7) LITIGATION STATUS

You are requested to furnish any information on the nature and magnitude of any litigation whereby, during the past two years, a court has ruled against your firm in any matter relating to the professional activities of your firm. In addition, you are asked to describe the nature, magnitude and status of any litigation current or pending against your firm in any manner related to your professional activities.

Recognizing the need to maintain confidentiality in this matter, you may provide this information in a separate letter directly to the following:

MR. ROD NISHI  
ADMINISTRATION DEPARTMENT CHIEF  
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
925 DEL PASO BLVD.  
SACRAMENTO, CALIFORNIA 95815

If you prefer to do so, this information on litigation may be included as part of your formal proposal.

(8) BILLING OF FEES

Compensation for the conduct of work will be paid monthly upon review and approval of claims by SETA. Claims must be substantiated by such detailed itemization as required by SETA.

(9) ADDITIONAL DATA

Other records and financial data necessary for the preparation of your proposal will be made available by SETA upon request.

## SECTION II

### (A) GENERAL REQUIREMENTS

- (1) Provide hosting services and a web-based payroll software system that supports up to 1,000 SETA employees.
- (2) Provide the ability to access and process payroll through the Internet using a standard Web browser with maximum Internet security.
- (3) Provide the ability to download payroll data into Microsoft Excel and/or MS Access.
- (4) Provide the ability to use graphical representations for reporting.
- (5) Provide for complete security and restrictions to access.
- (6) Provide a complete set of user/system documentation.
- (7) Provide complete "hands on" functional training to payroll system users.
- (8) Provide all technical specifications for hardware related to operating software at an optimum level.
- (9) The ability to provide an electronic timekeeping and attendance solution that interfaces with the payroll software system.
- (10) Provide for a variety of payroll processing cycles.
  - The ability to establish base payrolls and process time record data for employees on a weekly, bi-weekly, semi-monthly, and monthly basis, or any combination thereof including:
  - Providing for unlimited number of payrolls for two or more entities with different taxpayer ID numbers.
  - Allowing supplemental payroll cycles that include the calculation and production of checks and updating all applicable records, including pay raises, reductions, terminations, adjustments, new hires and replacement checks.
- (11) Provide multiple earning and costing capabilities, including:
  - The ability to create and maintain multiple user-defined earnings codes (pay types) both taxable and non-taxable.
  - The ability to pay an employee at multiple rates.
  - The ability to split employee earnings between multiple cost centers.
  - The ability to record reimbursements and allowances, both taxable and non-taxable.

- (12) Provide multiple deduction possibilities with adequate tracking capabilities, including:
- The ability to track, process and calculate various pre-tax and post-tax deductions at multiple rates including:
  - The ability to track and report retirement deductions (Sacramento County Employee Retirement System).
  - The ability to track and report employee garnishments and the history of garnishments.
  - The ability to manage flex-spending accounts.
  - The ability to track and report all benefits.
- (13) Provide accurate tracking and compilation of various accrual and non-accrual leave types, including:
- The ability to track, process, and calculate vacation, sick and other types of leave.
  - The ability to track and maintain FMLA.
  - The ability to automatically track CTO, PTO, etc.
  - The ability to track leave in time and dollars with the ability to accrue based on regular hours or length of service.
- (14) Provide various employee payment possibilities, including:
- The ability to support a variety of direct deposit options.
  - The ability to prepare earnings/check stubs for each employee showing all hours, earnings, deductions and all year to date totals including leave/sick/comp and other balances.
  - The ability to modify the information appearing on employee paycheck stubs.
  - The ability to handle retroactive payments.
  - The ability to locally print a manual check or a special payroll check.
- (15) Provide capability to make mass or individual changes and/or adjustments to payroll, including:
- The ability to make mass changes to earnings and deductions amounts and rates by bargaining unit or by other user-defined criteria.
  - The ability to manually adjust taxable/non-taxable earnings or deductions.
- (16) Provide reporting capabilities for a multitude of options, including:
- The ability to easily produce standard and ad hoc payroll reports.
  - Provide a balancing procedure to verify payroll control totals including SCERS reports, pre-update payroll runs and payroll registers.
  - Allowing for database query by employee name, department/division, social security number, position number, at a minimum, and as many additional query parameters as possible.
  - Multi-year history capability (purges at user discretion).
- (17) Provide payroll control capabilities.
- The option to preview and change payroll prior to final processing.
  - The option to set a "Final Check" indicator for terminated employees to prevent issuance of additional checks after termination.

- Support cancellation of checks/automatic deposits and all balances and reports that affect transactions.

(B) REQUIRED RESPONSES

The proposal should provide a clear, concise description of the proposer's ability to perform the requested services. The proposal must contain sufficient information to enable SETA to consider it, in relation to other proposals received, and determine which proposer is best suited to furnish the services needed by SETA.

- (1) What is the address and telephone number of your firm's office in, or nearest to, Sacramento, California?
- (2) What is your state of incorporation (if the proposer is a corporation)?
- (3) How many years have you been in business?
- (4) What is the name of your firm's designated contact representative?
- (5) What is the name of your engagement manager, if different from designated contact representative?
- (6) What are the names of any affiliates, or any assumed business names under which you do or have done business?
- (7) What is your firm's ability and willingness to commit and maintain staffing, both number and level, to successfully implement an engagement of this magnitude?
- (8) What is your ability to staff the engagement locally (i.e., the availability of staff in a local office with requisite qualifications and experience in the respective areas of specialization required to successfully complete the engagement)?
- (9) What are the names of your key staff who will be assigned to the project?
- (10) List the names, addresses and phone numbers of every client for whom you have provided services of the type required by SETA over the last two years.
- (11) Provide the addresses of all clients who have made claims against you within the last five years alleging a breach of contract or negligence in the performance of services. Describe the nature and current status of the claims. Claims should be disclosed regardless of whether they involved litigation, arbitration, or other formal dispute resolution process. The disclosures required under this provision also apply to any principals and key employees of the proposer and affiliates of the proposer who will be assigned to provide services to SETA.

- (12) Include complete information on overall cost, including maintenance cost, system software cost, probable system software upgrade charges, design, installation and testing costs, training and materials costs, third party costs, all outsourcing costs and a total not to exceed annual price/cost to SETA.
- (13) Are there any time constraints on providing the services? Attach a proposed work schedule for implementing the services.
- (14) Describe all services that you anticipate providing for this project. Include all hardware specifications necessary to implement and run the system in a fully-functioning environment at optimum performance. Include the brand name of hardware components used in your proposal and indicate whether this selection is optional or required.
- (15) Are you capable of performing all the services needed for this project or do you intend to subcontract any of the services? If so, what services do you propose to subcontract for and to whom do you propose to subcontract? For any proposed subcontractor, please provide the information requested in Sections B(10) and B(11), above.
- (16) Provide any other information you consider relevant to your proposal.

**COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308**

In order to comply with the provisions of California Government Code Section 84308 and the Regulations of the California Fair Political Practices Commission, each respondent must fully complete the "Party Disclosure Form". Additionally, all participants (as defined in the attached "Participant Disclosure Form") identified by the respondent in the proposal must file the "Participant Disclosure Form". If other individuals or entities become or are identified as parties or agents during the time the Sacramento Employment and Training Agency is considering a respondent's proposal, additional Party Disclosure Forms must be filed with the Sacramento Employment and Training Agency. Participants who are later identified will be requested to file a "Participant Disclosure Form".

Government Code Section 84308

**PARTICIPANT DISCLOSURE FORM**

Information Sheet

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

This form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

**Important Notice**

**Basic Provisions of Section 84308**

- I. You are prohibited from making a campaign contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or any candidate for such a position. This prohibition starts on the date you begin to actively support or oppose an application of a license, permit, or other entitlement for use pending before the Workforce Investment Board or Sacramento Employment and Training Agency, and continuing until three months after a final decision is rendered on the application or proceeding by the Workforce Investment Board or Sacramento Employment and Training Agency.

No Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate may solicit or receive a campaign contribution of \$250 or more from you and/or your agent during this period if the board member or candidate knows or has reason to know that you are a participant.

- II. The attached disclosure form must be filed if you or your agent have contributed \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate for the Workforce Investment Board or Sacramento Employment and Training Agency during the 12 month period preceding the beginning of your active support or opposition. It will assist the board members in complying with the law.
- III. If you or your agent have made a contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the fact that you are a participant to the proceeding.



This form should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the members of the Workforce Investment Board or Sacramento Employment and Training Agency.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use, including a subgrant or contract, if:
  - A. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the decision of the proceeding before the Workforce Investment Board or Sacramento Employment and Training Agency.

AND

- B. The individual or entity, directly or through an agent, does any of the following:
  - (1) Communicates directly, either in person or in writing, with a member of the Workforce Investment Board or Sacramento Employment and Training Agency for the purpose of influencing the member's vote on the application or proposal;
  - (2) Communicates with an employee of the Workforce Investment Board or Sacramento Employment and Training Agency for the purpose of influencing a member's vote on the application or proposal; or
  - (3) Testifies or makes an oral statement before the Workforce Investment Board or Sacramento Employment and Training Agency during a proceeding on a license, permit or other entitlement for use for the purpose of influencing the decision of the Workforce Investment Board or Sacramento Employment and Training Agency.
2. A proceeding involving "a license, permit or other entitlement for use" includes all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of \$250 or more has been made by a participant or his or her agent, campaign contributions made by the participant within the preceding 12 months must be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Workforce Investment Board or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Heather Luke, Employment and Training Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-4072, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

**Participant Disclosure Form**  
AGENCY

SACRAMENTO EMPLOYMENT AND TRAINING

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City)  
\_\_\_\_\_  
(State) (Zip) (Phone)

Title of Request for Proposals for which proposal is hereby submitted:

\_\_\_\_\_

Workforce Investment Board or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

(Use additional sheet, if necessary)

No contributions made.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant and/or Agent)

Government Code Section 84308

**PARTY DISCLOSURE FORM**

Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement of use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or any candidate for such position. This prohibition begins on the date your proposal is filed or the proceeding is initiated, and the prohibition ends three months after a final decision is rendered by the Workforce Investment Board or Sacramento Employment and Training Agency. In addition, no Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate may solicit or accept a campaign contribution of \$250 or more from you during this period.

These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholders as well.

- II. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member, or any candidate for the position during the 12 month period preceding the filing of the application or the initiation of the proceeding.
- III. If you or your agent have made a contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision on the application or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the proceedings.

## Exhibit A

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.
3. To determine whether a campaign contribution of \$250 or more has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Workforce Investment Board or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact Heather Luke, Employment and Training Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-4072, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

**Party Disclosure Form**

SACRAMENTO EMPLOYMENT AND TRAINING  
AGENCY

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

\_\_\_\_\_

Workforce Investment Board or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

(Use additional sheet, if necessary)

No contributions made.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Party and/or Agent)

SACRAMENTO EMPLOYMENT & TRAINING AGENCY  
Governing Board

**Chair**

**Sophia Scherman**

Public Representative

Elk Grove City Hall

8400 Laguna Palms Way

Elk Grove, CA 95758

e-mail: [scherman@sophia-elkgrove.com](mailto:scherman@sophia-elkgrove.com)

**Vice Chair**

**Council Member Bonnie Pannell**

City of Sacramento

915 "I" Street, 5<sup>th</sup> Floor

Sacramento, CA 95814

Phone: 808-7008

Fax: 808-7680

e-mail: [bpannell@cityofsacramento.org](mailto:bpannell@cityofsacramento.org)

**Supervisor Don Nottoli**

County of Sacramento

700 "H" Street

Sacramento, CA 95814

Phone: 874-5465

Fax: 874-7593

e-mail: [nottolid@saccounty.net](mailto:nottolid@saccounty.net)

**Supervisor Jimmie Yee**

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Sacramento, CA 95814

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Sacramento, CA 95814

Phone: 808-7005

Fax: 808-7680

e-mail: [jschenirer@cityofsacramento.org](mailto:jschenirer@cityofsacramento.org)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are 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 recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

Date



## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as 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 recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions 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 recipient of federal assistance funds agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Procurement or Non-procurement 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**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 any 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signatory

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

ATTACHMENT 2

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 40px;">Tier _____, if known:</p> <p><b>Congressional District, if known:</b> _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b> _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: right;"><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>11. Amount of Payment</b> (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.</b> _____ <b>Date</b> _____</p>	
<p><b>Federal Use Only:</b></p>		<p><b>Authorized for Local Reproduction</b> Standard Form - LLL</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposals (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of

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STANDARD SERVICES CONTRACT

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This CONTRACT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the Sacramento Employment and Training Agency, a Joint Powers Agency, hereinafter referred to as SETA, and \_\_\_\_\_, hereinafter referred to as CONTRACTOR.

WITNESSETH:

Recitals

- I. SETA is a Joint Powers Agency formed pursuant to a Joint Exercise of Powers Agreement between the City of Sacramento and the County of Sacramento to administer and/or operate a variety of human service programs through financial assistance provided by the federal government, the state government and other public and private funding sources as designated by the parties to the Joint Exercise of Powers Agreement. Consistent with its basic statutory and regulatory responsibilities, SETA wishes to engage CONTRACTOR to provide certain services, which services are more particularly described in the Work Schedule attached hereto as Exhibit 1 and incorporated herein by reference to this CONTRACT.
- II. SETA does not currently possess the capability to perform the services SETA currently requires.
- III. CONTRACTOR is a duly qualified expert in the field in which said services are required and is willing to perform said services on the terms herein set forth.

Agreements

i) CONTRACT Contents

This CONTRACT sets forth the terms and conditions of a CONTRACT between SETA and CONTRACTOR. This CONTRACT consists of the following documents, each of which is attached hereto and incorporated herein by reference and made a part hereof:

- (i) Resolution Authorizing Execution of Standard Services Contract from the Sacramento Employment and Training Agency
- (ii) This SERVICES CONTRACT

- (iii) Work Schedule (Exhibit 1)
- (iv) Special Conditions (Exhibit 2)
- (v) Assurances and Certifications (Exhibit 3)
- (vi) Insurance Requirements (Exhibit 4)
- (vii) Confidentiality of Participant Records (Exhibit 5)
- (viii) Lobbying Certification/Disclosure of Lobbying Activities (Exhibit 6)
- (ix) Specification of Funding Sources Applicable to Services Contract (Exhibit 7)

CONTRACTOR shall thoroughly examine the documents and exhibits set forth above. The failure or omission of CONTRACTOR to examine the above documents and exhibits or the terms and conditions of this CONTRACT shall in no way relieve CONTRACTOR of its obligations with respect to this CONTRACT.

ii) Services

CONTRACTOR shall perform its services strictly in accordance with:

- (a) The Work Schedule, attached hereto as Exhibit 1 and incorporated herein by reference;
- (b) The Special Conditions, if any, attached hereto as Exhibit 2 and incorporated herein by reference;
- (c) The Assurances and Certifications, attached hereto as Exhibit 3 and incorporated herein by reference; and,
- (d) All applicable federal, state and local laws and administrative regulations, and applicable SETA policies and procedures.

iii) Evidence of Nonprofit Status

If CONTRACTOR is not a public agency as defined by applicable law, CONTRACTOR shall submit proof of continuing nonprofit status to SETA. Evidence of nonprofit status, in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of this CONTRACT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

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iv) Term

- This CONTRACT is for a specified term. The term of the CONTRACT shall begin , 20\_\_\_\_\_, and shall end\_\_\_\_\_, 20\_\_\_\_\_. Without advance written approval by SETA, SETA shall not be obligated to pay for any services performed prior to commencement of the term, nor shall SETA be liable for any services performed subsequent to the ending of the term or any applicable extension of the term.
- This CONTRACT is for an indefinite term. The term of the CONTRACT shall begin , 20\_\_\_\_\_, and shall continue indefinitely until terminated as provided herein. Without advance written approval by SETA, SETA shall not be obligated to pay for any services performed prior to commencement of the term, nor shall SETA be liable for any services performed subsequent to the date of termination.

v) Extension of Term

If this CONTRACT is for a specified term, SETA may, at any time prior to termination of this CONTRACT, in its sole discretion, extend the term of this CONTRACT, provided that any such extension shall be consistent with a subsequent extension or allocation of funds to SETA by SETA's funding source(s) to continue the performance of services under the grant(s), agreement(s) or contract(s). Any such extension shall be consistent with the grant(s), agreement(s) or contract(s) funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified herein. Should the amount of funding be different than identified herein, program and budget modifications shall be made in proportion to this change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in CONTRACTOR's performance in order to comply with applicable federal, state, local and/or SETA regulations, directives and policies.

vi) Payment/Reporting

- (i) Total Payment

1 SETA shall compensate CONTRACTOR for services performed hereunder as set  
2 forth in the Work Schedule, attached hereto as Exhibit 1 and incorporated herein by  
3 reference. Each payment to CONTRACTOR shall be made in the usual course of  
4 SETA's business after timely presentation by CONTRACTOR of an invoice, no later  
5 than ten (10) calendar days after the end of each month during the term of this  
6 CONTRACT. Each invoice submitted shall be subject to review and approval by  
7 SETA and must be substantiated by such detailed itemization as required by SETA.  
8 Continued or repeated failure of CONTRACTOR to submit timely and/or complete  
9 invoices may, at the option of SETA, result in suspension and/or termination of this  
10 CONTRACT.

11 (ii) Local Share

12 CONTRACTOR shall contribute the amount specified, if any, in Exhibit 1, attached  
13 hereto and incorporated herein by reference, as the local contribution to the SETA-  
14 funded program as specified herein. If the federal share of the program cost is  
15 increased or decreased, the local contribution shall be adjusted accordingly and  
16 Exhibit 1 shall be revised to reflect the changes. The valuation of local contributions  
17 and accounting therefore shall conform to the provisions of applicable funding-source  
18 regulations.

19 (iii) Final Report

20 All claims under this CONTRACT must be reported to SETA within thirty (30) calendar  
21 days following the termination of this CONTRACT to be binding upon SETA for  
22 payment. Failure to timely submit such claims shall be a waiver of CONTRACTOR's  
23 right to payment.

24 (iv) Allowable Claims

25 Allowable claims shall be determined by SETA in accordance with this CONTRACT,  
26 including the Work Schedule, attached hereto as Exhibit 1 and incorporated herein by  
27 reference, and all applicable laws, administrative regulations, and SETA policies and  
28 procedures. CONTRACTOR agrees that funding provided pursuant to this  
CONTRACT will not be used to offset funding otherwise available from the federal

1 government, the State of California (hereinafter referred to as the State) or SETA in  
2 CONTRACTOR's operation of its programs.

3 (v) Separate Accounting

4 CONTRACTOR shall keep a separate accounting for all claims submitted under this  
5 CONTRACT.

6 (vi) Minority Businesses

7 CONTRACTOR acknowledges that, consistent with the national and state goal of  
8 expanding the opportunities for minority business enterprises, CONTRACTOR and its  
9 subcontractors are encouraged to use minority-owned banks (banks which are owned  
10 at least fifty percent (50%) by minority group members). A list of minority-owned  
11 banks can be obtained from the Minority Business Development Agency, Department  
12 of Commerce, Washington, D.C. 20230.

13 (vii) Claim Funds

14 Approved claims shall be paid only from funds granted to SETA by the funding  
15 source(s) identified in Exhibit 7, attached hereto and incorporated herein by reference,  
16 and CONTRACTOR hereby waives any claim it may have against any other funds of  
17 SETA. This CONTRACT is valid and enforceable only if sufficient funds are made  
18 available to SETA by the funding source(s) for the purpose of providing the services  
19 identified in this CONTRACT. Any expenditures or obligations by CONTRACTOR  
20 made prior to the commencement date of the term of SETA's grant, agreement or  
21 contract with the funding source(s) will not be accepted by SETA for reimbursement  
22 and SETA shall have no obligation to CONTRACTOR regarding these claims or any  
23 costs or debts incurred by CONTRACTOR prior to such commencement date.

24 (viii) Close-Out

25 CONTRACTOR agrees to cooperate fully with SETA to ensure that this CONTRACT is  
26 "closed-out" within thirty (30) calendar days of the termination of this CONTRACT.  
27 Full cooperation shall require CONTRACTOR to complete and to furnish to SETA a  
28 number of documents which SETA shall specify.

(ix) Travel and Per Diem Costs

1 CONTRACTOR shall not be reimbursed for any travel or per diem costs at rates that  
2 exceed those paid to SETA employees or to non-represented State employees (see  
3 Title 2 California Code of Regulations Section 599.619), whichever is lower.

4 vii) Records, Reports, Audit, Inspection

5 (i) Establishment and Maintenance of Records

6 ( 1) All records maintained by CONTRACTOR shall meet the OMB requirements  
7 contained in applicable federal regulations (e.g., 45 CFR, Part 92, Subpart C -  
8 Uniform Administrative Requirements for Grants and Cooperative Agreements  
9 to State and Local Governments or A-110, Subpart C (Nonprofit Organizations)).

10 ( 2) CONTRACTOR shall establish such fiscal controls, recordkeeping and  
11 accounting procedures as required by state and federal regulations and as may  
12 be deemed necessary by SETA to ensure the proper disbursement of, and  
13 accounting for, funds paid to CONTRACTOR pursuant to this CONTRACT.  
14 CONTRACTOR shall maintain an adequate system of accounting in accordance  
15 with all applicable regulations and in accordance with generally accepted  
16 principles and procedures of the accounting profession so that a clear audit trail  
17 can be established which proves that the funds claimed under this CONTRACT  
18 are in accordance with the terms of this CONTRACT, applicable federal and  
19 state regulations and circulars, and SETA policies and procedures. If  
20 CONTRACTOR is a public body, funds shall be distributed through the chief  
21 fiscal officer who shall be familiar with the applicable regulations.

22 ( 3) SETA reserves the right to review services, service levels and billing procedures  
23 as these impact charges against this CONTRACT.

24 ( 4) Upon request from SETA, CONTRACTOR shall submit a certificate prepared by  
25 an independent accountant stating that CONTRACTOR's accounting system  
26 and internal controls are adequate to record and safeguard the assets entrusted  
27 to CONTRACTOR.

28 (ii) Income Generation

1 CONTRACTOR shall timely report to SETA the source and amount of any income  
2 generated as a result of services and/or activities funded under this CONTRACT and  
3 shall abide by SETA directives regarding the use of such income. CONTRACTOR  
4 shall not expend CONTRACT-related income unless or until authorized, in writing, by  
5 SETA.

6 (iii) Additional Funding

7 CONTRACTOR shall notify SETA, in writing, within ten (10) calendar days of receipt  
8 of any additional funding that materially affects the cost and/or quality of the service  
9 provided under this CONTRACT. Upon receipt of such written notification, SETA, in  
10 its sole discretion, may reduce payment to CONTRACTOR hereunder upon  
11 redetermination of the cost reasonableness of the services provided under this  
12 CONTRACT.

13 (iv) Reports

14 To fulfill federal, state and SETA monitoring and evaluation requirements,  
15 CONTRACTOR agrees to submit, by dates and times identified by SETA, any reports  
16 that SETA may request or require which are necessary to monitor this CONTRACT.

17 (v) Preparation of Records and Examination of Records and Facilities

18 CONTRACTOR agrees to prepare and maintain records required by SETA which  
19 relate to its performance under this CONTRACT, specifically including, but not limited  
20 to, records pertaining to service delivery and fiscal and administrative controls. At any  
21 reasonable time or during normal business hours, SETA, the Secretary of the U.S.  
22 Department overseeing the funding source(s) and/or the Comptroller General of the  
23 United States, or their duly authorized representatives shall have the right of access to  
24 any books, documents, papers, computer records, or other records of CONTRACTOR  
25 and all subcontractors that are pertinent to this CONTRACT, in order to conduct audits  
26 and examinations, and to make excerpts, transcripts, and photocopies of such  
27 documents on or off the premises of CONTRACTOR. This right also includes timely  
28 and reasonable access to CONTRACTOR and all subcontractor personnel for the  
purpose of interview and discussion related to such documents. This right of access

1 shall continue as long as the records are retained but, in no event, be less than the  
2 required retention period set forth in paragraph 7(g), below. SETA shall have the  
3 further right to observe, monitor, evaluate and examine CONTRACTOR's performance  
4 of services and its offices and facilities utilized in the performance of this CONTRACT.

5 (vi) Participant Files

6 CONTRACTOR agrees to ensure that CONTRACTOR and all subcontractors will  
7 maintain individual participant case files and make these files available to and open for  
8 inspection by appropriate representatives of SETA and its funding source(s).

9 (vii) Preservation of Records

10 CONTRACTOR shall preserve and make available all of its records related to this  
11 CONTRACT and any extension or renewal thereof, including, but not limited to, all  
12 financial, statistical, property and participant records and supporting documentation  
13 until the expiration of such period of time as required by applicable law or notification  
14 from SETA, but in no event less than the expiration of four (4) years from the later of:

- 15 ( 1 ) The date of final payment to CONTRACTOR under this CONTRACT and any  
16 extension or renewal thereof and all other pending matters are closed;  
17 ( 2 ) The end of the fiscal year during which this CONTRACT or any extension or  
18 renewal thereof is terminated; or,  
19 ( 3 ) The completion and finalization of all pending federal, state and SETA audits for  
20 the fiscal year during which this CONTRACT is terminated.

21 If, at the end of four (4) years, there is ongoing litigation, or any claim, or an audit has  
22 not been resolved, CONTRACTOR shall retain the records until final resolution. If this  
23 CONTRACT is terminated or if SETA does not engage CONTRACTOR's services in  
24 subsequent years, this record retention requirement remains applicable. At SETA's  
25 sole option, some or all of the records may be ordered transferred to SETA. To the  
26 extent that such records are transferred to SETA, this retention requirement is not  
27 applicable to CONTRACTOR. In the event the records pertaining to this CONTRACT  
28 are maintained outside Sacramento County, California, CONTRACTOR shall, at its



1 sole cost, make said records available at SETA's principal place of business within five  
2 (5) working days after receipt of written notice from SETA.

3 (viii) Documentation of Costs

4 All claims shall be supported by properly propagated and executed payrolls, time  
5 records, invoices, contracts, vouchers or other official documentation evidencing in  
6 proper detail the nature and propriety of the charge. All checks, payroll and  
7 accounting documents, pertaining in whole or in part to this CONTRACT, shall be  
8 clearly identified and readily accessible.

9 (ix) Disallowed Costs

10 CONTRACTOR will be liable for and will repay to SETA any amounts expended under  
11 this CONTRACT found not to be in accordance with the statutes, rules and regulations  
12 regarding SETA's funding source(s) and the provisions of this CONTRACT including,  
13 but not limited to, disallowed costs. Such repayment will be from funds (non-federal),  
14 other than those received from SETA's funding source(s).

15 (x) Audit and Monitoring

16 CONTRACTOR shall comply with the following audit requirements:

17 · Commercial Organizations:

18 If CONTRACTOR is a commercial organization (private for-profit entity) and  
19 receives \$25,000 or more a year in federal financial assistance to operate a  
20 WIA/ARRA program, then CONTRACTOR shall have either:

- 21 ( 1) A program-specific annual independent financial and compliance audit; or  
22 ( 2) An organization-wide audit that includes financial and compliance coverage  
23 of the WIA/ARRA program within its scope.

24 · If CONTRACTOR is a governmental agency or a non-profit organization, then  
25 CONTRACTOR shall comply with:

26 Single Audit Act of 1984, as amended by the Single Audit Act Amendments of  
27 1996.

28 Office of Management and Budget (OMB) Circular A-133.

DOL Regulations 29 CFR Parts 95 and 97.

Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, 1994 Revision, issued by the Comptroller General of the United States.

CONTRACTOR is responsible for procurement of an annual audit of funds provided by SETA under this CONTRACT as specified in Circular A-133. All agreements entered into by CONTRACTOR with audit firms for purposes of conducting independent audits under this CONTRACT shall contain a clause permitting SETA, the federal government and the State, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by this CONTRACT if such payment is authorized by Circular A-133. Said audit shall be conducted in accordance with generally accepted accounting principles, generally accepted auditing standards. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants (AICPA) and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Expenditures of Federal Awards. The report shall show receipt and expenditure of the funds provided under this CONTRACT.

CONTRACTOR shall provide SETA one (1) copy of the audit report no later than one hundred eighty (180) calendar days after the end of CONTRACTOR's fiscal year.

Said report shall be sent to:

Fiscal Department Chief  
S.E.T.A.  
925 Del Paso Blvd.  
Sacramento, CA 95815-3512

Additionally, the State, the Bureau of State Audits of the State, the federal government, and SETA, or their individual designees, shall have the right to monitor and audit CONTRACTOR and all subcontractors providing services under this CONTRACT through on-site inspections and audits and other applicable means the

1 state, the bureau, the federal government or SETA determine necessary. Said  
2 designee may be an independent auditor. Such monitoring and audits shall be  
3 conducted at the discretion of any one of the above-identified entities according to all  
4 applicable laws and regulations. CONTRACTOR agrees to accept responsibility for  
5 receiving, replying to and/or complying with any audit exceptions by appropriate state  
6 and federal audit agencies directly related to provisions of this CONTRACT.  
7 CONTRACTOR shall be liable to SETA for the full amount of SETA's liability to the  
8 State of California or federal government resulting from any audit exceptions relating  
9 to CONTRACTOR's performance under this CONTRACT.

10 viii) Special CONTRACT Conditions

11 In accordance with the provisions of applicable regulations, if CONTRACTOR is a non-profit  
12 organization, SETA may impose special conditions more restrictive than those prescribed in  
13 applicable regulations if SETA has determined that the CONTRACTOR:

- 14 (i) Is financially unstable;
- 15 (ii) Has a history of poor performance;
- 16 (iii) Has a management system which does not meet the standards of this CONTRACT; or
- 17 (d) Has not conformed to the terms and conditions of previous awards.

18 In accordance with the provisions of applicable regulations, if CONTRACTOR is a local  
19 governmental agency, CONTRACTOR may be considered "high risk" if SETA determines  
20 that CONTRACTOR:

- 21 (a) Has a history of unsatisfactory performance;
- 22 (b) Is financially unstable;
- 23 (c) Has a management system that does not meet the management standards set forth in  
24 this CONTRACT;
- 25 (d) Has not conformed to terms and conditions of previous awards.

26 If CONTRACTOR is considered to be "high risk", special conditions shall be included in the  
27 award that correspond to the high risk condition. Special conditions may include:

- 28 (a) Payment on a reimbursement basis;

- 1 (b) Withholding authority to proceed to the next phase until receipt of evidence of  
2 acceptable performance within a given funding period;  
3 (c) Requiring additional, more detailed, financial reports;  
4 (d) Additional project monitoring;  
5 (e) Requiring CONTRACTOR to obtain technical or management assistance; or,  
6 (f) Establishing additional prior approvals.

7 If any special conditions are imposed by SETA, CONTRACTOR shall be notified in writing  
8 of the special conditions, why the special conditions were imposed, what corrective actions  
9 must be implemented by CONTRACTOR with regard to the special conditions and the  
10 method, if any, for requesting reconsideration of the special conditions. Any notice of  
11 special conditions shall be substantially in the form attached hereto as Exhibit 2 and  
12 incorporated herein by reference.

13 ix) Deobligation of Funds

14 Should CONTRACTOR fail to timely meet the performance standards as set forth in this  
15 CONTRACT (specifically including the Work Schedule, attached hereto as Exhibit 1 and  
16 incorporated herein by reference) for the provision of the services identified in this  
17 CONTRACT, SETA may, at any time and in its sole discretion, deobligate or otherwise  
18 reduce or withdraw funds allocated to CONTRACTOR pursuant to this CONTRACT or, in  
19 SETA's sole discretion, terminate this CONTRACT. Should SETA's funding source(s)  
20 reduce funding to SETA, SETA may, notwithstanding any other provision of this  
21 CONTRACT, at any time and in its sole discretion, deobligate or otherwise reduce or  
22 withdraw funds allocated to CONTRACTOR pursuant to this CONTRACT or, in SETA's sole  
23 discretion, terminate this CONTRACT. In the event of deobligation, SETA may unilaterally  
24 amend this CONTRACT identifying the deobligation. SETA shall have no liability to  
25 CONTRACTOR based upon said deobligation or termination, specifically including, but not  
26 limited to, any liability for CONTRACTOR's consequential damages.

27 x) Suspension or Disallowance of Payments/Suspension of Performance

28 SETA may at any time elect, in its sole discretion and without any liability to  
CONTRACTOR, including, but not limited to, liability for consequential damages, and

1 notwithstanding any other provision of this CONTRACT, to suspend or disallow payment to  
2 CONTRACTOR in whole or in part under this CONTRACT, and/or to suspend performance  
3 under this CONTRACT, in the event of any of the following occurrences:

- 4 (i) If CONTRACTOR fails to comply with all requirements of the certifications made in this  
5 CONTRACT or any of the exhibits hereto. In the event of suspension on this basis,  
6 CONTRACTOR may be ineligible for award of future SETA subgrants/contracts if  
7 SETA or its funding source(s) determine(s) that any of the following has occurred: (1)  
8 false information is contained in any certification; or (2) CONTRACTOR has violated  
9 any of the terms of the certification by failing to carry out any requirements contained  
10 therein;
- 11 (ii) If CONTRACTOR shall have made any misrepresentation of any nature with respect  
12 to any information or data furnished to SETA in connection with this CONTRACT;
- 13 (iii) If CONTRACTOR submits to SETA any reports which are incorrect or incomplete in  
14 any material respect and/or which are not submitted according to deadlines;
- 15 (iv) If CONTRACTOR shall fail to submit timely and/or complete invoices;
- 16 (v) If CONTRACTOR maintains a pattern of discrimination;
- 17 (vi) If CONTRACTOR is in default of any of the provisions of this CONTRACT or violates  
18 any of the covenants, assurances, stipulations or conditions of this CONTRACT;
- 19 (vii) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable  
20 manner its obligations under this CONTRACT;
- 21 (viii) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of  
22 creditors, commences a bankruptcy or insolvency proceeding, or has a receiver  
23 appointed for its property;
- 24 (ix) If SETA's funding source(s) reduce(s) funding to SETA below the amount in existence  
25 at the time the parties entered into this CONTRACT;
- 26 (x) If CONTRACTOR provides services under this CONTRACT ineffectively or improperly;
- 27 (xi) If CONTRACTOR fails to comply with applicable federal, state and local laws,  
28 administrative regulations, executive orders, or SETA policies and procedures;

1 (xii) If SETA's funding source(s) suspend(s) its/their obligations under the grant(s),  
2 agreement(s) or contract(s) between the funding source(s) and SETA (should this  
3 occur and SETA is unable to give CONTRACTOR five (5) calendar days notice, SETA  
4 shall provide CONTRACTOR reasonable notice under the prevailing circumstances);

5 or

6 (xiii) If CONTRACTOR is unable or unwilling to comply with any additional conditions as  
7 may be lawfully applied by SETA or its funding source(s).

8 Any obligations incurred by CONTRACTOR during the suspension period will not be  
9 allowed unless expressly authorized by SETA in the written notice of suspension or in a  
10 specific written authorization document.

11 xi) Termination of CONTRACT

12 (a) For Debarment

13 If, at any time during the term of this CONTRACT, CONTRACTOR is included on any  
14 federal List of Parties Excluded from Federal Procurement and Non-procurement Programs  
15 and, therefore, is debarred from receiving federal funds, this CONTRACT shall  
16 automatically terminate at the beginning of the next ensuing program year commencing on  
17 July 1 of the year of debarment. Since CONTRACTOR will have previously been provided  
18 with an opportunity to appeal relative to the unpaid final debt from which debarment has  
19 emanated, CONTRACTOR shall have no right to appeal its debarred status or the  
20 termination of this CONTRACT resulting therefrom.

21 (b) For Cause

22 SETA may terminate this CONTRACT in the following instances by giving written  
23 notice to CONTRACTOR at least five (5) calendar days prior to the effective  
24 termination date stated in the notice:

25 ( 1) If CONTRACTOR fails to comply with all requirements of the certifications made  
26 in this CONTRACT or any of the exhibits hereto. In the event of termination on  
27 this basis, CONTRACTOR may be ineligible for award of future SETA  
28 subgrants/ contracts if SETA or its funding source(s) determine(s) that any of the  
following has occurred: (A) false information is contained in any certification; or

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(B) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;

( 2) If CONTRACTOR shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with this CONTRACT;

( 3) If CONTRACTOR submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;

( 4) If CONTRACTOR shall fail to submit timely and/or complete invoices;

( 5) If CONTRACTOR maintains a pattern of discrimination;

( 6) If CONTRACTOR is in default of any of the provisions of this CONTRACT or violates any of the covenants, assurances, stipulations, or conditions of this CONTRACT;

( 7) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this CONTRACT;

( 8) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;

( 9) If SETA's funding source(s) reduce(s) funding to SETA below the amount in existence at the time the parties entered into this CONTRACT;

(10) If CONTRACTOR provides services under this CONTRACT ineffectively or improperly;

(11) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or SETA policies and procedures;

(12) If SETA's funding source(s) suspend(s) or terminate(s) its/their obligations under the grant(s), agreement(s) or contract(s) between the funding source(s) and SETA (should this occur and SETA is unable to give CONTRACTOR five (5) calendar days notice, SETA shall provide CONTRACTOR reasonable notice under the prevailing circumstances); or

1 (13) If CONTRACTOR is unable or unwilling to comply with any additional conditions  
2 as may be lawfully applied by SETA or its funding source(s).  
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4 (c) For Convenience

5 SETA may terminate this CONTRACT for convenience at any time by giving written  
6 notice to CONTRACTOR of such termination and specifying the effective date thereof,  
7 at least fifteen (15) calendar days before the effective date of such termination.

8 (d) Payment Upon Termination

9 If this CONTRACT is terminated by SETA, as provided in this Paragraph 11,  
10 CONTRACTOR, as its sole remedy, shall be paid an amount which bears the same  
11 ratio to the total compensation, as provided in the Work Schedule attached hereto as  
12 Exhibit 1 and incorporated herein by reference, as the services actually performed  
13 bear to the total services to be performed by CONTRACTOR under this CONTRACT,  
14 less payments of compensation previously made. Upon termination of this  
15 CONTRACT, CONTRACTOR shall not incur any obligations after the effective date of  
16 such termination, unless expressly authorized by SETA, in writing, in the notice of  
17 termination. SETA shall not be liable for any claims of CONTRACTOR for  
18 consequential damages. In the event of termination, all property and finished or  
19 unfinished documents, data, studies and reports purchased or prepared by  
20 CONTRACTOR under this CONTRACT shall, at the option of SETA, become the  
21 property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding  
22 the above, CONTRACTOR shall not be released of liability by SETA for damages  
23 sustained by SETA by virtue of any breach of this CONTRACT by CONTRACTOR,  
24 including SETA liability for funds wrongfully used or misspent by CONTRACTOR,  
25 disallowed costs, or audit exceptions under this CONTRACT, and SETA may withhold  
26 any payment to CONTRACTOR for purposes of setoff until such time as the exact  
27 amount of damages due SETA from CONTRACTOR is agreed upon or otherwise  
28 determined. Neither this paragraph, nor any other provision of this CONTRACT, shall  
release CONTRACTOR from its liability to SETA for wrongfully used or misspent funds



1 or disallowed costs should the amount of those wrongfully used or misspent funds or  
2 disallowed costs exceed the amount of any payment due CONTRACTOR.

3 xii) Procedures for Corrective Action

4 (i) Whenever SETA has reasonable cause to believe that CONTRACTOR has failed to  
5 comply with any provision of this CONTRACT, SETA policies or procedures, and/or  
6 applicable federal, state and local laws, executive orders, or administrative  
7 regulations, SETA may, in lieu of immediately giving notice of termination of this  
8 CONTRACT pursuant to the provisions of Paragraph 11, order corrective action and  
9 disallow, suspend or delay any and all payments under this CONTRACT, and/or  
10 suspend performance under this CONTRACT, until such failure is rectified.

11 (ii) If corrective action is ordered, SETA shall give CONTRACTOR reasonable written  
12 notice (generally no more than thirty (30) calendar days) setting forth the nature of  
13 CONTRACTOR's noncompliance and identifying a procedure whereby  
14 CONTRACTOR and its officers or responsible representative may have an opportunity  
15 to meet with SETA for the purpose of considering the nature of corrective action.

16 (iii) An order for corrective action shall be in writing and shall set forth specific directions  
17 for corrective action, including a detailed timetable for implementing such directions  
18 and for reporting to SETA as to the implementation process.

19 (iv) SETA may suspend or disallow payments to CONTRACTOR and/or suspend  
20 performance in accordance with Paragraph 10 of this CONTRACT during said period  
21 of corrective action.

22 (v) If CONTRACTOR shall fail to implement an order for corrective action, or if it shall fail  
23 to do so within the timetable set for implementation, SETA shall recommend to SETA's  
24 Governing Board that this CONTRACT be terminated in accordance with the  
25 provisions of Paragraph 11 of this CONTRACT.

26 (vi) Notwithstanding the provisions of this Paragraph 12, SETA shall immediately suspend  
27 the payment of funds to CONTRACTOR when SETA has reasonable cause to believe  
28 that CONTRACTOR has misspent or claimed funds fraudulently and shall cause to be

1 served upon CONTRACTOR notice of termination pursuant to Paragraph 11 of this  
2 CONTRACT.

3 xiii) Property

4 (i) Any real and personal property acquired by CONTRACTOR pursuant to this  
5 CONTRACT shall be subject to all rules, procedures, and restrictions as set forth in all  
6 applicable federal, state and local laws and administrative regulations, including SETA  
7 policies and procedures, and any other applicable procedures or regulations that may  
8 be established by the federal government, the State and/or SETA.

9 (ii) Title to intangible personal property produced or acquired pursuant to this  
10 CONTRACT, including patents and copyrights, shall vest and be held in accordance  
11 with applicable SETA and funding source(s) requirements. CONTRACTOR shall  
12 immediately report to SETA any discovery or invention which arises or is developed in  
13 the performance of or under this CONTRACT.

14 (iii) CONTRACTOR shall exercise due care in the use, maintenance, protection, and  
15 preservation of SETA-owned property in CONTRACTOR's possession. Such care  
16 shall include insurance coverage against loss or damage to such property.

17 xiv) License for Use

18 Any other provision of this CONTRACT notwithstanding, CONTRACTOR agrees to and  
19 does hereby grant to SETA, the federal government and the State a royalty-free,  
20 nonexclusive and irrevocable license throughout the world, for government purposes, to  
21 publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so,  
22 all data, including reports, patents, copyrights, drawings, blueprints, and technical  
23 information resulting from the performance of the work under this CONTRACT.

24 xv) Right to Reuse

25 If, under the provisions of this CONTRACT, CONTRACTOR develops any systems analysis  
26 products, models, electronic data processing systems, software and related services,  
27 CONTRACTOR agrees that the methods, materials, logic and systems developed pursuant  
28 to this CONTRACT shall be the property of SETA, and may be used as SETA sees fit,  
including the right to reuse and publish the same without limitation.

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1 xvi) Insurance

2 During the term of this CONTRACT, CONTRACTOR shall maintain insurance coverages in  
3 conformance with the provisions of Exhibit 4, attached hereto and incorporated herein by  
4 reference.

5 xvii) Facilities

6 CONTRACTOR agrees to provide the services funded by this CONTRACT in facilities that  
7 meet federal, state, and local safety and health laws and regulations, including, but not  
8 limited to, federal and state occupational safety and health laws and regulations and the  
9 California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said  
10 facilities in accordance with these laws and regulations.

11 xviii) Personnel

12 (i) CONTRACTOR represents that it has, or will secure at its own expense, all personnel  
13 required to perform its obligations under this CONTRACT. Such personnel shall not  
14 be employees of or have any contractual relationship with SETA, and CONTRACTOR  
15 shall hold SETA harmless from any and all claims against SETA based upon the  
16 contention that an employer-employee relationship exists by reason of this  
17 CONTRACT.

18 (ii) All of the obligations and/or services to be performed by CONTRACTOR hereunder  
19 shall be performed by CONTRACTOR or by employees of CONTRACTOR under  
20 CONTRACTOR's supervision, and all personnel engaged in the work shall be fully  
21 qualified and shall be authorized under applicable law to perform such services and/or  
22 activities.

23 (iii) CONTRACTOR agrees that in the performance of its obligations under this  
24 CONTRACT no person having an interest that would conflict, or whose performance  
25 would conflict, with the effective and efficient performance of CONTRACTOR's  
26 obligations, as determined by SETA, shall be employed, engaged or retained.

27 (iv) In the event that SETA or its funding source(s), in their sole discretion, either  
28 singularly or jointly, at any time during the term of this CONTRACT, desires the

1 removal of any person or persons assigned by CONTRACTOR to perform services  
2 pursuant to this CONTRACT, CONTRACTOR shall remove any such person  
3 immediately upon receiving notice from SETA or its funding source(s).

4 (v) CONTRACTOR shall not substitute for personnel set forth in its proposal or this  
5 CONTRACT without the prior written consent of SETA.

6 xix) Debarment, Suspension, Termination and/or Revocation

7 (i) CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of  
8 its principals to be used in the performance of this CONTRACT:

9 ( 1) Is presently debarred, suspended, proposed for debarment, declared ineligible  
10 or voluntarily excluded from covered transactions by any federal department or  
11 agency;

12 ( 2) Has within a three (3) year period preceding this CONTRACT been convicted of  
13 or had a civil judgment rendered against them for commission of fraud or a  
14 criminal offense in connection with obtaining, attempting to obtain or performing  
15 a public (federal, state or local) transaction or contract under a public  
16 transaction; violation of federal or state antitrust statutes or commission of  
17 embezzlement, theft, forgery, bribery, falsification or destruction of records,  
18 making false statements or receiving stolen property;

19 ( 3) Is presently indicted for or otherwise criminally or civilly charged by a  
20 governmental entity (federal, state or local) with commission of any of the  
21 offenses enumerated in subparagraph 2 of this paragraph 19; and,

22 ( 4) Has within a three (3) year period preceding this CONTRACT had one or more  
23 public (federal, state or local) transactions terminated for cause or default.

24 (ii) If unable to certify to the best of its knowledge the statements set forth above,  
25 CONTRACTOR and/or any of its principals shall attach to this CONTRACT an account  
26 of the circumstances and any explanations therefor.

27 (iii) CONTRACTOR further agrees to request this certification from any subcontractors  
28 that perform services under this CONTRACT.

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xx) Pro-Children Act of 1994

1 CONTRACTOR shall comply with Public Law 103-227, Part C - Environmental Tobacco  
2 Smoke, also known as the Pro-Children Act of 1994 and CONTRACTOR shall not permit  
3 smoking in any portion of any indoor facility owned, leased or contracted by CONTRACTOR  
4 and used routinely or regularly for the provision of health, day care, education, or library  
5 services to children under the age of 18, if the services are funded pursuant to this  
6 CONTRACT.

7 xxi) Prior Findings

8 CONTRACTOR, by signing this CONTRACT, certifies under penalty of perjury, that it has  
9 not failed to satisfy any major condition in a current or previous contract or grant with the  
10 federal government, the State or SETA and has not failed to satisfy conditions relating to  
11 the resolution of a final finding and determination, including repayment of debts.

12 xxii) National Labor Relations Board Certification

13 CONTRACTOR hereby certifies under penalty of perjury that no more than one final  
14 unappealable finding of contempt of court, by a federal court, has been issued against  
15 CONTRACTOR within the immediately preceding two-year period because of  
16 CONTRACTOR's failure to comply with an order of a federal court which orders  
17 CONTRACTOR to comply with an order of the National Labor Relations Board.

18 xxiii) Wages

19 CONTRACTOR agrees to comply with applicable regulations and standards of the federal  
20 and state governments and SETA policies and determinations in establishing wages and  
21 prices.

22 xxiv) Nepotism

23 With respect to the services provided pursuant to this CONTRACT, no member of the  
24 immediate family of any officer, director, executive or employee of CONTRACTOR or SETA  
25 shall receive favorable treatment for enrollment in services provided by, or employment  
26 with, CONTRACTOR, nor shall any individual be placed in an employment activity funded  
27 under this CONTRACT if a member of that individual's immediate family is directly  
28 supervised by or directly supervises that individual. In addition, neither CONTRACTOR nor

1 any of CONTRACTOR's subcontractors shall hire, or cause or allow to be hired, a person  
2 into an administrative capacity or staff position funded under this CONTRACT, if a member  
3 of that person's immediate family is employed in an administrative capacity for SETA,  
4 CONTRACTOR, or any employment contractor of CONTRACTOR. However, where an  
5 applicable federal, state or local statute regarding nepotism exists which is more restrictive  
6 than this provision, CONTRACTOR and CONTRACTOR's subcontractors shall follow the  
7 federal, state or local statute in lieu of this provision.

8 (i) The term "member of the immediate family" includes: wife, husband, son, daughter,  
9 mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-  
10 law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece,  
11 nephew, step-parent, and step-child.

12 (ii) The term "administrative capacity" refers to positions involving overall administrative  
13 responsibility for the program, including members of SETA's Governing Board and any  
14 of its affiliated Boards or Councils and members of the governing body or board of  
15 directors of CONTRACTOR, or where that individual would be the supervisor of an  
16 individual paid with funds provided under this CONTRACT or performing duties under  
17 this CONTRACT.

18 (iii) The term "staff position" refers to all staff positions providing services under this  
19 CONTRACT.

20 xxv) Small, Minority, and Women's Businesses

21 CONTRACTOR shall take the following actions to ensure that small, minority and any  
22 women's businesses shall have the maximum practicable opportunity to participate in the  
23 performance of this CONTRACT:

24 (i) Include small, minority, and women's businesses on source lists and assure that they  
25 are solicited whenever they are potential sources.

26 (ii) Divide total requirements into smaller requirements to permit maximum small, minority,  
27 and women's business participation whenever economically feasible and use the  
28 services and assistance of the Small Business Administration and the Office of  
Minority Business Development Agency, Department of Commerce, as required.

xxvi) Conflict of Interest

- 1 (i) Neither an officer, director, executive, employee or agent of CONTRACTOR, nor an  
2 elected official in the area shall solicit or accept money or any other consideration from  
3 a third person for the performance of an act paid for in whole or in part by SETA or  
4 CONTRACTOR pursuant to this CONTRACT.
- 5 (ii) CONTRACTOR shall avoid organizational conflict of interest, and its officers,  
6 directors, executives and employees shall avoid financial and personal conflict of  
7 interest, potential for conflict of interest and appearance of conflict of interest in the  
8 performance of this CONTRACT, in awarding financial assistance and in the conduct  
9 of procurement activities involving CONTRACT funds.
- 10 (iii) CONTRACTOR shall abide by all applicable federal and state laws and regulations  
11 and SETA policies regarding conflict of interest.

12 xxvii) Nondiscrimination/Equal Opportunity

13 During the performance of this CONTRACT, CONTRACTOR agrees as follows:

- 14 (i) CONTRACTOR shall not discriminate, harass or allow harassment, against any  
15 employee, applicant for employment, or any other individual affected by the services  
16 being provided by CONTRACTOR pursuant to this CONTRACT because of sex, age,  
17 race, creed, color, disability, religion, national origin, political affiliation or belief, or  
18 heritage. CONTRACTOR further agrees to take affirmative action to ensure that  
19 applicants are employed, and that employees are treated during employment, without  
20 regard to their sex, age, race, creed, color, disability, religion, national origin, political  
21 affiliation or belief, or heritage. Such action shall include, but not be limited to, the  
22 following: Employment; upgrading; demotion; transfer; recruitment or recruitment  
23 advertising; layoff or termination; rates of pay or other forms of compensation; and,  
24 selection for training, including apprenticeship. CONTRACTOR agrees to post in  
25 conspicuous places, available to employees and applicants for employment, notices to  
26 be provided setting forth the provisions of this nondiscrimination clause.
- 27 (ii) CONTRACTOR shall, in all solicitations or advertisements for employment placed by  
28 or on behalf of CONTRACTOR, state that all qualified applicants shall receive

1 consideration for employment without regard to sex, age, race, creed, color, disability,  
2 religion, national origin, political affiliation or belief, or heritage.

3 (iii) CONTRACTOR shall send to each labor union or representative of workers with which  
4 it has a collective bargaining agreement or other contract or understanding, a notice to  
5 be provided by the agency contracting officer, advising the labor union or worker's  
6 representative of the CONTRACTOR's commitments under Section 202 of Executive  
7 Order 11246 of September 24, 1965, as amended, and shall post copies of the notice  
8 in conspicuous places available to employees and applicants for employment.

9 (iv) CONTRACTOR shall comply with all provisions of the Executive Order 11246 of  
10 September 24, 1965, as amended, and of the rules, regulations, and other applicable  
11 orders of the U.S. Government.

12 (v) CONTRACTOR shall furnish all information and reports required by Executive Order  
13 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and  
14 orders of the U.S. Government, or pursuant thereto, and shall permit access to its  
15 books, records, and accounts by the contracting agency and all applicable U.S.  
16 Government agencies for purposes of investigation to ascertain compliance with such  
17 rules, regulations, and orders.

18 (vi) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of  
19 this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT  
20 may be canceled, terminated, or suspended in whole or in part and CONTRACTOR  
21 may be declared ineligible for further government contracts in accordance with  
22 procedures authorized in Executive Order 11246 of September 24, 1965, as  
23 amended, and such other sanctions may be imposed and remedies invoked as  
24 provided in Executive Order 11246 of September 24, 1965, as amended, or by other  
25 applicable rule, regulation, or order of the U.S. Government, or as otherwise provided  
26 by law.

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27 (vii) CONTRACTOR shall include the portion of the sentence immediately preceding  
28 paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or



1 purchase order issued pursuant to this CONTRACT unless exempted by applicable  
2 rules, regulations, or orders of the U.S. Government issued pursuant to Section 204 of  
3 Executive Order 11246 of September 24, 1965, as amended, so that such provisions  
4 will be binding upon each subcontractor or vendor. CONTRACTOR shall take such  
5 action with respect to any subcontract or purchase order as may be validly directed by  
6 any applicable agency of the government as a means of enforcing such provisions,  
7 including sanctions for noncompliance: Provided, however, that in the event  
8 CONTRACTOR becomes involved in, or is threatened with, litigation with a  
9 subcontractor or vendor as a result of such direction, CONTRACTOR may request the  
10 United States to enter into such litigation to protect the interests of the United States.

11 xxviii) Section 504 of the Rehabilitation Act

12 CONTRACTOR agrees to abide by the provisions of Section 504 of the Rehabilitation Act of  
13 1973, as amended, which provides that no otherwise-qualified individual with a disability  
14 shall, by reason of his or her disability, be excluded from participation in, be denied the  
15 benefit of, or be subjected to discrimination under any program or activity receiving federal  
16 financial assistance.

17 xxix) Licenses and Permits

18 CONTRACTOR shall secure and maintain throughout the term of this CONTRACT all  
19 licenses, permits, qualifications, and approvals of whatsoever nature which are legally  
20 required for CONTRACTOR to practice its profession and to perform the services required  
21 in this CONTRACT.

22 xxx) Diligent and Timely Performance

23 All services performed by CONTRACTOR shall be performed in a diligent and timely  
24 manner and in accordance with the best practice and procedures in CONTRACTOR's  
25 profession.

26 xxxi) Standard of Performance

27 CONTRACTOR shall perform all services required pursuant to this CONTRACT in the  
28 manner and according to the standards observed by a competent practitioner of the  
profession or field in which CONTRACTOR is engaged. All work products of whatsoever

1 nature which CONTRACTOR delivers to SETA or its funding source(s) pursuant to this  
2 CONTRACT shall be prepared in a substantial, first-class and workmanlike manner and  
3 conform to standards of quality normally observed by a person practicing in  
4 CONTRACTOR's profession or field.

5 xxxii) Confidentiality

6 All services performed by CONTRACTOR hereunder and each and all of the reports and  
7 items of data and information given to, prepared by, or assembled with the assistance of  
8 CONTRACTOR under the terms of this CONTRACT are confidential and shall not be made  
9 available to any individual or organization, except for SETA's funding source(s) and SETA,  
10 by CONTRACTOR without prior written approval of SETA. CONTRACTOR shall also abide  
11 by all applicable laws, regulations, and SETA policies and procedures regarding the release  
12 of participant identities and information. A copy of SETA's policy on Confidentiality of  
13 Participant Records is attached hereto as Exhibit 5 and incorporated herein by reference.

14 xxxiii) Unauthorized Financial Benefit

15 Neither CONTRACTOR, nor its officers, agents, or employees shall submit or receive  
16 payment pursuant to any claims paid by SETA under this CONTRACT if any officer, agent,  
17 or employee of CONTRACTOR will derive any financial benefit other than as specifically  
18 permitted in this CONTRACT.

19 xxxiv) Contingent Fee

20 CONTRACTOR warrants that no person, selling agency, or other organization, excepting  
21 bona fide employees of CONTRACTOR, has been employed or retained to solicit or secure  
22 this CONTRACT upon an agreement or understanding for commission, percentage,  
23 brokerage, or contingency fee. For breach or violation of this covenant, SETA shall have  
24 the right to terminate this CONTRACT with liability in accordance with Paragraph 11 of this  
25 CONTRACT and/or, at its sole discretion, to deduct from the CONTRACT price or  
26 consideration, or otherwise recover, the full amount of such commission, percentage,  
27 brokerage, or contingency fee.

28 xxxv) Kickbacks

1 No officer, agent, or employee of CONTRACTOR shall solicit or accept any favor or any  
2 financial interest from any supplier or potential supplier of goods or services under this  
3 CONTRACT including any extension thereof.

4 xxxvi) Fraud and Program Abuse

5 CONTRACTOR shall establish and implement appropriate internal program management  
6 procedures to prevent fraud, abuse and criminal activity. CONTRACTOR shall notify SETA  
7 within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts  
8 involving activities funded pursuant to this CONTRACT.

9 xxxvii) Political Activity/Lobbying

10 CONTRACTOR assures and certifies that it will comply with all applicable federal and state  
11 laws and administrative regulations, as well as SETA policies, regarding political activity and  
12 lobbying. In this regard, no part of the performance under this CONTRACT shall include  
13 publicity, lobbying or the solicitation of funds for any political activity or to further the election  
14 or defeat of any candidate for office or on behalf of or in opposition to proposed or pending  
15 federal, state or local legislation or administrative action. CONTRACTOR further agrees to  
16 comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31  
17 U.S.C. 1352), as amended, and corresponding DOL regulations codified at 29 CFR, Part  
18 93, which prohibits the expenditure of funds provided under a federal contract, grant, loan  
19 or cooperative agreement for the purpose of influencing or attempting to influence an officer  
20 or employee of any federal agency, a Member of Congress, an officer or employee of  
21 Congress, or an employee of a Member of Congress in connection with the awarding,  
22 extension, continuation, renewal, amendment or modification of any such contract, grant,  
23 loan or cooperative agreement. CONTRACTOR agrees to execute and provide to SETA a  
24 Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on  
25 the forms provided by SETA, attached hereto as Exhibit 6 and incorporated herein by  
26 reference.

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28 xxxviii) Sectarian Activities

CONTRACTOR assures and certifies that:

- (i) CONTRACTOR shall use all funds under this CONTRACT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. CONTRACTOR shall not expend any program funds for inherently religious activities, such as worship, religious instruction, or proselytization. If CONTRACTOR conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under this CONTRACT, and participation must be voluntary for program beneficiaries.
- (ii) CONTRACTOR shall retain its independence from Federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend any direct funding under this CONTRACT to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, CONTRACTOR may use space in its facilities to provide services funded under this CONTRACT without removing religious art, icons, scriptures, or other symbols. In addition, CONTRACTOR retains the authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (iii) There will be no employment or training of participants in sectarian activities.
- (iv) In providing services or benefits under this CONTRACT, CONTRACTOR shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

39. Delegation/Subcontract/Assignment

Unless specifically set forth in the Work Schedule attached hereto as Exhibit 1 and incorporated herein by reference, no performance of any of CONTRACTOR's obligations under this CONTRACT may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of SETA. Any attempt by CONTRACTOR to assign, delegate or subcontract any performance of its obligations

1 hereunder without the prior express written consent of SETA shall be null and void and shall  
2 constitute a breach of this CONTRACT. Whenever CONTRACTOR is authorized to  
3 subcontract, delegate, or assign, it shall include all the terms of this CONTRACT in each  
4 subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee  
5 shall be subject to all applicable provisions of this CONTRACT, and all applicable federal,  
6 state and local laws and regulations. CONTRACTOR agrees to be held fully responsible to  
7 SETA for the performance of any subcontractor, delegate or assignee and to hold SETA  
8 harmless against any liability incurred by the subcontractor, delegate or assignee.

9 **40. Independent Contractor**

10 It is specifically agreed that in the making and executing of this CONTRACT,  
11 CONTRACTOR and the agents and employees of CONTRACTOR are independent  
12 contractors and are not and shall not be construed to be agents or employees of SETA, and  
13 that CONTRACTOR and the agents and employees of CONTRACTOR shall have no  
14 authority, express or implied, to act on behalf of SETA or to bind SETA to any obligation  
15 whatsoever.

16 **41. Indemnification**

17 (a) The following provision applies only if CONTRACTOR is a governmental entity:

18 Pursuant to the provisions of Section 895.4 of the California Government Code, each  
19 party agrees to indemnify and hold the other party harmless from all liability for  
20 damage to persons or property, arising out of or resulting from acts or omissions of the  
21 indemnifying party.

22 (b) The following provision applies only if CONTRACTOR is a non-governmental entity:

23 CONTRACTOR agrees to indemnify, defend and hold harmless SETA and its officers,  
24 agents, employees, and volunteers, from and against any suits, actions, claims,  
25 causes of action, cost demands, judgments, damages, costs and expenses of  
26 whatever nature, including court costs and reasonable attorney's fees, arising out of or  
27 resulting from CONTRACTOR's performance under this CONTRACT, including  
28 CONTRACTOR's failure to comply with or carry out any of the provisions of this  
CONTRACT and acts of negligence or omission of CONTRACTOR, or anyone

1 employed directly, indirectly or by independent contract by CONTRACTOR, including  
2 volunteers, regardless of whether caused in part by a party indemnified hereunder.

3 42. Laws

4 CONTRACTOR shall comply with all applicable laws, ordinances, codes, administrative  
5 regulations, guidelines and policies of the United States, the State and local governments,  
6 specifically including, but not limited to, SETA policies and procedures. If any such laws,  
7 ordinances, codes, administrative regulations, guidelines or policies are amended or  
8 revised, CONTRACTOR shall comply with such amendments, revisions or modifications or  
9 shall notify SETA within thirty (30) calendar days after promulgation of the amendments,  
10 revisions or modifications that it cannot so conform so that SETA may take appropriate  
11 action, including termination of this CONTRACT.

12 43. Clean Air and Clean Water

13 If this CONTRACT is in excess of \$100,000.00, CONTRACTOR agrees to comply with all  
14 applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act  
15 (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368),  
16 Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR,  
17 Part 15). Under these laws and regulations, the CONTRACTOR assures that:

- 18 (v) No facility to be utilized in the performance of the proposed grant has been listed on  
19 the EPA List of Violating Facilities;
- 20 (vi) CONTRACTOR shall notify SETA, prior to award, of the receipt of any communication  
21 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be  
22 utilized for the grant is under consideration to be listed on the EPA List of Violating  
23 Facilities;
- 24 (vii) CONTRACTOR shall notify SETA and the U.S. EPA about any known violation of the  
25 above laws and regulations; and,
- 26 (viii) CONTRACTOR shall include substantially this assurance, including this fourth part, in  
27 every nonexempt subgrant, contract, or subcontract.

28 44. Protection of Human Subjects

1 CONTRACTOR shall comply with the provisions of applicable federal regulations which  
2 require safeguarding the rights and welfare of human subjects who are involved in activities  
3 supported by federal program funds.

4 45. Press Releases and Communications

5 CONTRACTOR shall not communicate with the press, television, radio or any other form of  
6 media regarding its duties or performance under this CONTRACT without the prior express  
7 written consent of SETA. Unless otherwise directed by SETA, in all communications,  
8 CONTRACTOR shall make specific reference to the funding source(s) and shall identify  
9 SETA as the funding agency which is funded by the funding source(s).

10 46. Immigration Reform and Control Act of 1986

11 CONTRACTOR assures that it shall be in compliance with the Immigration Reform and  
12 Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination  
13 provisions of Section 102, as well as requirements disqualifying certain legalized aliens from  
14 receiving benefits under this CONTRACT for five (5) years from the date they were granted  
15 temporary resident status, even if they have been provided status according to Section  
16 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and  
17 Nationality Act, as amended.

18 47. Drug-Free Workplace Certification

19 By signing this CONTRACT, CONTRACTOR hereby certifies under penalty of perjury under  
20 the laws of the State that CONTRACTOR will comply with the requirements of the Drug-  
21 Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98)  
22 and will provide a drug-free workplace by taking the following actions:

- 23 (a) Publish a statement notifying employees that unlawful manufacture, distribution,  
24 dispensation, possession, or use of a controlled substance is prohibited and specifying  
25 actions to be taken against employees for violations, as required by Government Code  
26 Section 8350(a).  
27 (b) Establish a Drug-Free Awareness Program as required by Government Code Section  
28 8355(b) to inform employees about all of the following:  
( 1) the dangers of drug abuse in the workplace;

- 1 ( 2) CONTRACTOR's policy of maintaining a drug-free workplace;
- 2 ( 3) any available counseling, rehabilitation and employee assistance programs;
- 3 and,
- 4 ( 4) penalties that may be imposed upon employees for drug abuse violations.
- 5 (c) Provide, as required by Government Code Section 8355(c), that every employee who
- 6 performs services funded under the CONTRACT:
- 7 ( 1) will receive a copy of CONTRACTOR's drug-free policy statement; and,
- 8 ( 2) will agree to abide by the terms of CONTRACTOR's statement as a condition of
- 9 employment under the CONTRACT.

10 48. Successors

11 At the sole discretion of any successor-in-interest of SETA, this CONTRACT shall bind and

12 inure to that successor-in-interest of SETA, in the same manner as if such party had been

13 expressly named herein. This CONTRACT shall only bind and inure to a successor-in-

14 interest of CONTRACTOR upon SETA's prior express written consent.

15 49. Entire Agreement/Modifications

16 This CONTRACT constitutes the entire agreement between the parties hereto for services

17 furnished pursuant to this CONTRACT and no oral understanding not incorporated herein

18 shall be binding on any of the parties hereto. Except as otherwise provided in this

19 CONTRACT, this CONTRACT may be modified, altered, or revised only on the written

20 consent of both parties hereto. However, any other provision of this CONTRACT

21 notwithstanding, this CONTRACT is subject to any additional restrictions, limitations,

22 policies or conditions enacted by the federal or state government, any applicable local

23 government or SETA or any law or regulation enacted by the federal or state government or

24 any applicable local government which may affect the provisions, terms or funding of this

25 CONTRACT and SETA may unilaterally amend this CONTRACT in this regard.

26 50. Severability of Provisions

27 If any provision of this CONTRACT is held invalid, the remainder of this CONTRACT shall

28 not be affected thereby, if such remainder would then continue to conform to terms

and requirements of applicable law.



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51. Titles

The titles to the paragraphs of this CONTRACT are solely for the convenience of the parties and are not an aid in the interpretation of this CONTRACT.

52. Waiver

The waiver by SETA of any default, breach or condition precedent hereunder shall not be construed as a waiver on the part of SETA of any other default, breach or condition precedent, or any other right hereunder.

53. Limitation of Actions

In the event the funding source(s) disallow(s) any costs incurred by CONTRACTOR in the performance of this CONTRACT, SETA may bring an action against CONTRACTOR for the recovery of such disallowed costs at any time within five (5) years following final resolution of the applicable funding source(s) audit wherein such costs were disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause of action.

54. California Law

Except where controlled by federal statutes or administrative regulations, this CONTRACT shall be governed according to the laws of the State and SETA policies and procedures.

55. Notices

All notices to be given to either of the parties under this CONTRACT shall be given by deposit in the United States mail, first-class postage prepaid, addressed to the applicable party at the address set forth below the signature of each party to this CONTRACT or by personal service. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.

56. Enforceable CONTRACT

This CONTRACT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

57. Time of the Essence

Time is of the essence in the performance of this CONTRACT.