

Sacramento Employment and Training Agency Standard Services Contract		CONTRACT NUMBER	
1. CONTRACTOR INFORMATION:		2. ACTIVITY/TARGET GROUP:	
NAME:			
3. AWARD AMOUNT NOT TO EXCEED:		4. CAT. NO./CFDA:	
5. CONTRACT TERM:		6. DUNS#:	
7. TERMS & CONDITIONS:			
<p>The parties agree to comply with all terms and conditions of this Contract, which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits 1 through 4 contain Contractor-specific terms and conditions that apply only to Contractor's performance of this Contract; Exhibits 5 through 8 contain general SETA terms, conditions and requirements that apply to any contractors' performance of a contract, including this Contract.</p> <p>Exhibit 1 - Resolution Authorizing Execution of Standard Services Contract from the Sacramento Employment and Training Agency Exhibit 2 - Work Schedule Exhibit 3 - Special Conditions Exhibit 4 - Specification of Funding Sources Exhibit 5 - Assurances and Certifications Exhibit 6 - Insurance Requirements Exhibit 7 - Policy on Confidentiality of Participant Records Exhibit 8 - Standard Conditions to the Standard Services Contract</p>			
IN WITNESS WHEREOF, this Contract has been dated and executed by the parties hereto.			
CONTRACTOR			
Name:			
By:		Date Signed:	
Printed Name/Title of Authorized Signer:			
Address:			
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Kathy Kossick, Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815			

EXHIBIT 1

**RESOLUTION AUTHORIZING EXECUTION OF
STANDARD SERVICES CONTRACT**

**RESOLUTION AUTHORIZING EXECUTION OF STANDARD SERVICES CONTRACT
WITH THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

(CORPORATE ENTITY)

WHEREAS, _____,
(Legal Name of Contractor)
a California non-profit ☐ /profit ☐ corporation (hereinafter referred to as "CONTRACTOR"),
desires to enter into a STANDARD SERVICES CONTRACT with the SACRAMENTO
EMPLOYMENT AND TRAINING AGENCY, 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 (hereinafter
referred to as "SETA"), for the operation of a _____
_____ program.

THEREFORE, BE IT RESOLVED THAT the Board of Directors of CONTRACTOR
hereby authorizes the execution of CONTRACT # _____ by and between
CONTRACTOR and SETA; and

BE IT FURTHER RESOLVED THAT:

<u>Name</u>	<u>Title</u>
1. _____	_____
2. _____	_____
3. _____	_____

is/are hereby authorized on behalf of and in the name of CONTRACTOR and as its corporate
act and deed to sign and otherwise enter into CONTRACT # _____ with SETA; and

BE IT FURTHER RESOLVED THAT:

Name	Title
1. _____	_____
2. _____	_____
3. _____	_____

shall be authorized to act on behalf of CONTRACTOR with respect to this CONTRACT # _____
_____ by and between CONTRACTOR and SETA and that SETA may rely
upon any communication or act, including telephone communication, made by the individuals
authorized to act on behalf of CONTRACTOR pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Board
of Directors of CONTRACTOR***:

	<u>Name</u>	<u>Address</u>	<u>City, Zip Code</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

*** Add additional pages if necessary

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this
resolution and the representations contained herein shall remain in full force and effect until
written notice of the revocation thereof shall have been received by SETA.

I, _____, Secretary
of _____, a California
(Legal Name of Contractor)

non-profit ☐ /profit ☐ corporation, do hereby certify and declare that the foregoing is a full, true
and complete copy of a resolution duly passed and adopted by the Board of Directors of said
corporation at a meeting of said Board duly and regularly called, noticed and held, at
_____, on the _____ day of _____, 20_____,
at which meeting a quorum of the Board of Directors was present and a majority of which
quorum voted in favor of said resolution, and that said resolution is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate
seal of said corporation, this _____ day of _____, 20____ .

(Name of Corporation)

BY: _____
(Signature of Secretary)

(SEAL)

(Typed Name)

SAMPLE

EXHIBIT 2
WORK SCHEDULE

SAMPLE

EXHIBIT 3
SPECIAL CONDITIONS

SAMPLE

SPECIAL CONDITIONS

This Standard Services Contract between the Sacramento Employment and Training Agency and CONTRACTOR is subject to the special condition(s) and timeframe(s) outlined below:

Condition(s)

Timeframe(s)

None.

SAMPLE

EXHIBIT 4
SPECIFICATION OF FUNDING SOURCES

**SPECIFICATION OF FUNDING SOURCES APPLICABLE TO SERVICES
CONTRACT**

Funding Source	Amount
Community Services Block Grant (CSBG)	\$ _____
Targeted Refugee Assistance Program (TA)	\$ _____
Refugee Employment Social Services (RESS)	\$ _____
State of California, Department of Transportation	\$ _____
Caregiver Training Initiative (CTI)	\$ _____
Casey Family Program	\$ _____
CalWORKs	\$ _____
Tobacco Litigation Settlement Funds	\$ _____
Other (please specify):	\$ _____
	\$ _____

EXHIBIT 5
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS**I. Assurances**

CONTRACTOR hereby assures and certifies that it will comply with applicable laws, executive orders, regulations, policies, guidelines, cost principles and requirements, including the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations of the federal funding source, as they relate to the acceptance and use of federal funds for this federally-funded service.

CONTRACTOR also assures and certifies, with respect to the CONTRACT that:

- A. If CONTRACTOR is a corporation, it is registered with the Secretary of State of the State of California.
- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body (i.e., Board of Directors), authorizing the execution and acceptance of the CONTRACT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of CONTRACT to act in connection with the CONTRACT and to provide such additional information as may be required.
- C. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763), as amended, relating to prescribed standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- D. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d and 42 U.S.C. §2000e-2), as amended, and the California Fair Employment and Housing Act ("FEHA") (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, medical condition, marital status, or political affiliation or belief, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

- activity for which CONTRACTOR receives federal or state financial assistance.
- E. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, which prohibits discrimination on the basis of age.
 - F. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act ("FEHA"), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should benefit from the funded activity.
 - G. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs or activities. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 - H. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - I. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and any amendments thereto, (29 U.S.C. §§201 et seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.
 - J. No funds received pursuant to the CONTRACT will be used to assist, promote, or deter union organizing.
 - K. It will give the Sacramento Employment and Training Agency ("SETA"), the U.S. Department of Health and Human Services, the U.S. Comptroller General, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the CONTRACT, including the records of subcontractors performing under the

CONTRACT.

- L. It will comply with all requirements imposed by the U.S. Department of Health and Human Services and/or SETA concerning special requirements of law, program requirements and other administrative requirements.
- M. It will ensure, pursuant to Executive Order 11738, and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the CONTRACT with SETA are not listed on the Environmental Protection Agency's ("EPA") List of Violating Facilities and that it will notify SETA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- N. It will assist the U.S. Department of Health and Human Services in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469 et seq.), or as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by CONTRACTOR 's activity, and notifying the U.S. Department of Health and Human Services of the existence of any such properties, and by (b) complying with any requirements established by the U.S. Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.
- O. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.
- P. It will comply with the flood insurance purchase requirements of Section 102(a)

of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance, in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

- Q. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. CONTRACTOR agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate the CONTRACT.
- R. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972, and any amendments thereto, (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.
- S. It will include for activities funded under any contract with SETA the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all

contracts or subcontracts which have or are expected to have an aggregate value within a twelve (12) month period exceeding Ten Thousand Dollars (\$10,000), in accordance with U.S. Department of Labor regulations.

- T. If the CONTRACT is covered by a statute providing wage standards for such work, it will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) set forth in 29 CFR §§5.5(c) and (e), or as that Act or the regulations thereunder may be amended, in any nonexempt non-construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds Two Thousand Five Hundred Dollars (\$2,500).
- U. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C. §§4321 et seq.) and Executive Order 11514, and any amendments thereto.
- V. It will comply with environmental standards prescribed in the Safe Drinking Water Act of 1974 (P.L. 93-523), as amended, which protects underground sources of drinking water and the Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955 (42 U.S.C. 7401 et seq.), as amended.
- W. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- X. It will comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act and whistleblower protections provided under section 1553 of the ARRA.

II. Clean Air and Clean Water Assurance and Certification

If the CONTRACT is in excess of One Hundred Thousand Dollars (\$100,000) or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. §§7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C.

§§1251 et seq.) and is listed by the Environmental Protection Agency or is not otherwise exempt, CONTRACTOR assures and certifies that: (1) no facility to be utilized in the performance of the CONTRACT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify SETA immediately upon the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the CONTRACT is under consideration to be listed on the EPA List of Violating Facilities; and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

III. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333)

CONTRACTOR assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the CONTRACT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times his or her basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph A. above, CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (A), in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted

to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph A. above.

C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B.

D. Subcontracts.

(1) CONTRACTOR shall insert in any subcontracts the clauses set forth in subparagraphs A, B, and C of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(2) CONTRACTOR shall insert in any subcontract with a private entity, in whole or in part, a provision for compliance with Section 106(g) of the TVPA, as amended (22 U.S.C. §7104). All suspected or reported violations of Section 106(g) of the TVPA, as amended (22 U.S.C. §7104) shall be immediately reported to CONTRACTOR by subcontractor or any lower-tiered subcontractor.

E. Records. CONTRACTOR shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for three (3) years from the completion of the CONTRACT.

EXHIBIT 6
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

The following insurance requirements shall be applicable to all subgrantees, contractors and delegate agencies doing business with the Sacramento Employment and Training Agency ("SETA") to the extent that such requirements appear in, or are incorporated into, the subgrant, contract or delegate agreement. For purposes of these insurance requirements, the term "DELEGATE" shall include any subgrantee, contractor or delegate agency of SETA, and the term "AGREEMENT" shall include any subgrant, contract or delegate agreement to which these insurance requirements are attached.

1. Fidelity and Depositors' Forgery Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to SETA, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to SETA under the AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of the AGREEMENT if less than Twenty-Five Thousand Dollars (\$25,000); or, (b) Twenty-Five Thousand Dollars (\$25,000) or twenty percent (20%) of the total amount of the AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name SETA as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of the AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any federal, state, or SETA-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to SETA, with a policy or policies of property insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks", as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full One Hundred Percent (100%) insurable replacement cost of the property. Said

insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

3. Commercial General Liability/Incidental Medical Malpractice/Vehicle Liability

Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for commercial general liability, incidental medical malpractice and commercial vehicle liability coverage which shall include owned, hired, and non-owned vehicles, with a carrier satisfactory to SETA. Said policy must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of DELEGATE's business; personal injury and advertising injury; products-completed operations; and, liability assumed under an insured contract. Claims-made policies are not acceptable. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, directors, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. If DELEGATE transports children in any manner in its SETA-funded program, DELEGATE shall maintain, or require its transportation contractor to maintain, liability insurance in a form and amount satisfactory to SETA. Prior to transporting any children, DELEGATE shall provide written notice to SETA that it intends to transport children and shall obtain the insurance coverage and required documentation as determined by SETA.

4. Sexual Abuse Liability Insurance

If applicable, DELEGATE shall maintain Sexual Abuse liability coverage at limits no less than One Million Dollars (\$1,000,000) per occurrence. Such coverage may be written on a stand alone basis or made part of the DELEGATE's Commercial Liability Insurance. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

5. Workers Compensation

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for workers compensation, issued by an insurance carrier licensed to underwrite workers compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to the AGREEMENT who are currently eligible for coverage under existing workers compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance for work-related activities. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

6. Employment Practices Liability

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for employment practices liability which shall include third-party employment practices liability coverage. Said insurance coverages must be written on a claims-made type policy form for not less than One Million Dollars (\$1,000,000,000) per claim.

Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

7. Accident Medical Insurance

Children and volunteers shall be provided with adequate accident medical insurance. Said insurance shall cover medical costs and health benefits for accidents (a) occurring on-site during the time they are required to be therein and thereon by reason of attendance at the Head Start site on any regular program day; (b) while attending or participating in a regularly scheduled program activity approved and supervised by proper authority of the program; and, (c) while traveling directly to and from such regularly scheduled and approved program activity with children enrolled in the program as a group, provided such group is at the time under the supervision of proper authority of the program. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

8. Professional Liability Insurance

If, under the terms of the AGREEMENT, DELEGATE employs or retains professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys), DELEGATE shall maintain, for the term of the AGREEMENT, professional liability insurance covering such professionals with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply;

9. Provision of Insurance Documents

Prior to execution, commencement of performance and/or disbursement of any funds, DELEGATE's insurer(s) shall provide to SETA, policy declarations page for all required insurance coverages, and certificates of insurance and applicable

endorsements issued by DELEGATE's insurance carrier(s), for all required insurance coverage in amounts not less than those specified in the required coverages provided herein or otherwise required by SETA. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any federal, state, or SETA-owned property, DELEGATE's insurer(s) shall provide to SETA certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages. In the event said insurance coverages expire at any time or times during the term of the AGREEMENT, DELEGATE agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the AGREEMENT. New certificates of insurance are subject to review for content and form by SETA.

10. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by SETA. In the sole discretion of SETA, SETA may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, directors, employees and volunteers. DELEGATE acknowledges that no SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

11. Additional Coverage

SETA reserves the right to require DELEGATE to obtain additional insurance coverage should SETA determine, in its sole discretion, that the program activities require additional coverage.

12. Changes in Coverage

If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify SETA. In that event, SETA shall not make any further disbursements to DELEGATE and may require the return of any cash advance made to DELEGATE until SETA is satisfied that the coverage initially approved by SETA has been reinstated. In addition, SETA may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate the AGREEMENT.

13. Deviations from Requirements

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

EXHIBIT 7

**POLICY ON CONFIDENTIALITY OF PARTICIPANT
RECORDS**

SAMPLE

POLICY ON CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the policy of SETA to ensure confidentiality of all participant records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, as amended. In order to implement this Policy on Confidentiality of Participant Records (the "Policy"), this statement outlines the standards which must be followed by all SETA employees, as well as all staff and Board Members of all SETA-funded programs.

Participant records, for purposes of this Policy, are defined to be those records concerning individual participants that SETA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with SETA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies operating programs who are recipients of SETA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All participant records are the property of SETA and shall revert to SETA at the termination of a Program Operator's funding. Program Operators are only the custodians of participant records and shall ensure the confidentiality of the records in their possession on behalf of SETA. Retention of all records, including participant records, is controlled by various federal and state laws and regulations, as well as SETA policies, subcontracts and subgrants. Nothing herein shall be interpreted as requiring retention of participant records by SETA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or subgrant.

ACCESS

- I. Those persons that may have possession of participant records include only:
 - a. Specific program staff designated by the Program Operator; and
 - b. Those persons designated by SETA.
- II. The only persons who may review the participant records, in addition to those specified in I, are SETA-authorized public and/or private auditors.
- III. Access by any persons to participant records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between SETA and the Program Operator. If Program Operator is an educational agency or institution, access to a participant's personally identifiable information from the student's education records may only be permitted if the student has signed a written consent authorizing release of the education records to the recipient.
- IV. Unless otherwise specifically provided for in this Policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to participant records.

DISSEMINATION OF INFORMATION

Neither SETA employees nor any Program Operator shall disseminate any information derived from participant records, without prior written approval from SETA, except in the following instances:

- a. Delivery of records to SETA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the SETA Governing Board;
- b. Delivery to an entity specifically designated in a release of information form signed by the subject participant authorizing such dissemination. In cases where the subject participant is a minor (i.e. Head Start enrollees) the release of information form must be signed by the minor's parent or guardian; or
- c. Upon request of authorized SETA auditors and staff.

PARTICIPANT ACCESS TO HIS/HER OWN RECORDS

I. All participants shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The participant may request to review his/her records at any reasonable time, during normal working hours and that request shall be granted without exception. If the participant wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents (25¢) per page.

III. For any records in the possession of SETA, a participant must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a participant wishes a copy of his/her records, such request shall be communicated in writing and such request shall be granted within five (5) working days at a cost not to exceed twenty-five cents (25¢) per page.

IV. If a participant believes there is an error in his/her records, such participant shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by both the Program Operator and SETA, and the change made if the records are inaccurate.

REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR THE FEDERAL FREEDOM OF INFORMATION ACT

Generally, information regarding personnel data on program participants is confidential and cannot be released by either SETA staff or a Program Operator.

With respect to participant information concerning participants who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance participants and certain welfare referral participants of other SETA programs), all participant information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual's right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion of personal privacy. Thus, a blanket decision to never release any participant records, in order to protect all of the participants' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a participant, unless the participant is a welfare recipient, as noted above. Although, as further noted above, each case should be reviewed on a case-by-case basis to weigh the relative interests involved, it is generally suggested that before any information other than the name, position and salary of a participant is released, that an attempt should be made to obtain the permission of the participant for the release of the information. Protection of the participant's right to privacy is significantly important enough to consider the participant's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the participant has a right to privacy. Thus, SETA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any SETA employee or any Program Operator is served with a Subpoena requesting information regarding a participant, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the participant or the participant's attorney of record stating that a Subpoena has been served and will be complied with within the appropriate time, unless a Court Order is served upon the agency prior to that date, ordering the agency not to release the information. All SETA employees and all Program Operators shall also notify the SETA Executive Director immediately after receiving a Subpoena.
2. If no Court Order is served within the period set forth, the Subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the Subpoena in order to provide the records.
3. If at any time a SETA employee or a Program Operator has concerns regarding a Subpoena or if the Subpoena has not provided adequate time for notification of the participant, the SETA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a Subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.
5. Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with Subpoena requests. If a Subpoena is personally served upon the Custodian of Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds received become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

All SETA Department Chiefs and all Program Operators should maintain a current file on all requests for information regarding program participants. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

IT IS THE RESPONSIBILITY OF ALL SETA EMPLOYEES AND ALL PROGRAM OPERATORS TO ASSURE THAT THIS POLICY IS FOLLOWED. ANY DEVIATION IS GROUNDS FOR DISCIPLINARY ACTION AGAINST AN EMPLOYEE AND TERMINATION OF ANY APPLICABLE PROGRAM OPERATOR AGREEMENT.

SAMPLE

DATE:

TO: (Participant or Participant's Attorney)

Dear _____:

Please be advised that on _____ (date), the _____ (name of SETA-funded program) was served with a Subpoena from _____ (party serving the Subpoena) in the matter of _____ (case name) requesting that the following records of _____ (name of participant) be produced:

(Here recite language from Subpoena identifying records sought)

This letter serves to notify you that unless the undersigned is served with a Court Order quashing the Subpoena or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the Subpoena on _____ (date).

Very truly yours,

Custodian of the Records for
(Name of SETA-funded Agency)

EXHIBIT 8

**STANDARD CONDITIONS TO THE STANDARD
SERVICES CONTRACT**

SAMPLE

**STANDARD CONDITIONS TO SERVICES CONTRACT
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

1. Purpose of Standard Conditions

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 pursuant to the SERVICES CONTRACT to which these STANDARD CONDITIONS are incorporated, which services are more particularly described in the Work Program incorporated into the SERVICES CONTRACT as Exhibit 2. SETA does not currently possess the capability to perform the services SETA currently requires. CONTRACTOR is a duly qualified expert in the field in which said services are required and CONTRACTOR shall perform the services under the SERVICES CONTRACT in accordance therewith and with the following documents, each of which is incorporated into the SERVICE CONTRACT by reference:

- (a) Resolution Authorizing Execution of Standard Services Contract from the Sacramento Employment and Training Agency (Exhibit 1)
- (b) Work Program (Exhibit 2)
- (c) Special Conditions (Exhibit 3)
- (d) Specification of Funding Sources Applicable to Services Contract (Exhibit 4)
- (e) Assurances and Certifications (Exhibit 5)
- (f) Insurance Requirements (Exhibit 6)
- (g) Confidentiality of Participant Records (Exhibit 7)
- (h) This Standard Services Contract (Exhibit 8)

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 the SERVICES CONTRACT shall in no way relieve CONTRACTOR of its obligations with respect to the SERVICES CONTRACT.

2. 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 the SERVICES 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.

3. Term

The term of the SERVICES CONTRACT shall be as set forth on the first page of the SERVICES CONTRACT. No funds identified in the SERVICES CONTRACT shall, without advance written approval of SETA, be obligated before the beginning of the term or after the ending of the term.

4. Extension of Term

If the SERVICES CONTRACT is for a specified term, SETA may, at any time prior to termination of the SERVICES CONTRACT, in its sole discretion, extend the term of the SERVICES 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.

5. Payment/Reporting

(a) Total Payment

SETA shall compensate CONTRACTOR for services performed as set forth in the Work Program. Each payment to CONTRACTOR shall be made in the usual course of SETA's business after timely presentation by CONTRACTOR of an invoice, no later than ten (10) calendar days after the end of each month during the term of the SERVICES CONTRACT. Each invoice submitted shall be subject to review and approval by SETA and must be substantiated by such detailed itemization as required by SETA. Continued or repeated failure of CONTRACTOR to submit timely and/or complete invoices may, at the option of SETA, result in suspension and/or termination of the SERVICES CONTRACT.

(b) Local Share

CONTRACTOR shall contribute the amount specified, if any, in the Work Program as the local contribution to the SETA-funded program as specified herein. If the federal share of the program cost is increased or decreased, the local contribution shall be adjusted accordingly and the Work Program shall be revised to reflect the changes. The valuation of local contributions and accounting therefore shall conform to the provisions of applicable funding-source regulations.

(c) Final Report

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

(d) Allowable Claims

Allowable claims shall be determined by SETA in accordance with the SERVICES CONTRACT, including the Work Program, and all applicable

laws, administrative regulations, and SETA policies and procedures. CONTRACTOR agrees that funding provided pursuant to the SERVICES CONTRACT will not be used to offset funding otherwise available from the federal government, the State of California (hereinafter referred to as the State) or SETA in CONTRACTOR's operation of its programs.

(e) Separate Accounting

CONTRACTOR shall keep a separate accounting for all claims submitted under the SERVICES CONTRACT.

(f) Minority Businesses

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

(g) Claim Funds

Approved claims shall be paid only from funds granted to SETA by the funding source(s) identified in Exhibit 4, and CONTRACTOR hereby waives any claim it may have against any other funds of SETA. The SERVICES CONTRACT is valid and enforceable only if sufficient funds are made available to SETA by the funding source(s) for the purpose of providing the services identified in the SERVICES CONTRACT. Any expenditures or obligations by CONTRACTOR made prior to the commencement date of the term of SETA's grant, agreement or contract with the funding source(s) will not be accepted by SETA for reimbursement and SETA shall have no obligation to CONTRACTOR regarding these claims or any costs or debts incurred by CONTRACTOR prior to such commencement date.

(h) Close-Out

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

(i) Travel and Per Diem Costs

If CONTRACTOR is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government agency of which the CONTRACTOR is a part. If CONTRACTOR is a non-public agency, expenses charged for travel shall not exceed those which would be allowed under the rules governing official travel by SETA.

6. Records, Reports, Audit, Inspection(a) Establishment and Maintenance of Records

- (1) All records maintained by CONTRACTOR shall meet the federal Office of Management and Budget ("OMB") requirements contained in the OMB Super Circular (2 CFR Part 200) and any federal regulations implementing the Super Circular that are applicable to the funding source(s) identified in Exhibit 4.
- (2) CONTRACTOR shall establish such fiscal controls, recordkeeping and accounting procedures as required by state and federal regulations and as may be deemed necessary by SETA to ensure the proper disbursement of, and accounting for, funds paid to CONTRACTOR pursuant to the SERVICES CONTRACT. CONTRACTOR shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established that proves that the funds claimed under the SERVICES CONTRACT are in accordance with the terms of the SERVICES

CONTRACT, applicable federal and state regulations and circulars, and SETA policies and procedures. If CONTRACTOR is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

- (3) SETA reserves the right to review services, service levels and billing procedures as these impact charges against the SERVICES CONTRACT.
- (4) Upon request from SETA, CONTRACTOR shall submit a certificate prepared by an independent accountant stating that CONTRACTOR's accounting system and internal controls are adequate to record and safeguard the assets entrusted to CONTRACTOR.

(b) Income Generation

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

(c) Additional Funding

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

(d) Reports

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

(e) Preparation of Records and Examination of Records and Facilities

CONTRACTOR agrees to prepare and maintain records required by SETA that relate to its performance under the SERVICES CONTRACT, specifically including, but not limited to, records pertaining to service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, the Secretary of the U.S. Department overseeing the funding source(s) and/or the Comptroller General of the United States, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records, or other records of CONTRACTOR and all subcontractors that are pertinent to the SERVICES CONTRACT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of CONTRACTOR. This right also includes timely and reasonable access to CONTRACTOR and all subcontractor personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in paragraph 6(g), below. SETA shall have the further right to observe, monitor, evaluate and examine CONTRACTOR's performance of services and its offices and facilities utilized in the performance of the SERVICES CONTRACT.

(f) Participant Files

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

(g) Preservation of Records

CONTRACTOR shall preserve and make available all of its records related to the SERVICES CONTRACT and any extension or renewal thereof, including, but not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of

such period of time as required by applicable law or notification from SETA, but in no event less than the expiration of four (4) years from the later of:

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

If, at the end of four (4) years, there is ongoing litigation, or any claim, or an audit has not been resolved, CONTRACTOR shall retain the records until final resolution. If the SERVICES CONTRACT is terminated or if SETA does not engage CONTRACTOR's services in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to CONTRACTOR. In the event the records pertaining to the SERVICES CONTRACT are maintained outside Sacramento County, California, CONTRACTOR shall, at its sole cost, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(h) Documentation of Costs

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

(i) Disallowed Costs

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

(j) Audit and Monitoring

CONTRACTOR shall comply with the audit requirements set forth in the Super Circular (2 CFR Part 200) and any applicable implementing regulations of the funding source(s). CONTRACTOR is responsible for procurement of an annual audit of funds provided by SETA under the SERVICES CONTRACT as specified in the Super Circular. All agreements entered into by CONTRACTOR with audit firms for purposes of conducting independent audits under the SERVICES 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 the SERVICES CONTRACT if such payment is authorized by the Super Circular. 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 the SERVICES 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 the SERVICES CONTRACT through on-site inspections and audits and other applicable means the state, the bureau, the federal government or SETA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of the SERVICES CONTRACT. CONTRACTOR shall be liable to SETA for the full amount of SETA's liability to the State of California or federal government resulting from any audit exceptions relating to CONTRACTOR's performance under the SERVICES CONTRACT.

7. Special Contract Conditions

In accordance with the provisions of applicable regulations, SETA may impose special conditions that correspond to the degree of risk assessed if SETA has determined that the CONTRACTOR:

- (a) Is financially unstable;
- (b) Has a history of poor performance;
- (c) Has a management system which does not meet the standards of the SERVICES CONTRACT;

- (d) Has not conformed to the terms and conditions of a previous award; or
- (e) Is not otherwise responsible.

Special conditions shall be included in the award that correspond to the degree of risk assessed. Special conditions may include:

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

If any special conditions are imposed by SETA, CONTRACTOR shall be notified in writing of the special conditions, why the special conditions were imposed, what corrective actions must be implemented by CONTRACTOR with regard to the special conditions, the time allowed for completing corrective actions and the method, if any, for requesting reconsideration of the special conditions. Any notice of special conditions shall be substantially in the form of Exhibit 3 to the SERVICES CONTRACT.

8. Deobligation of Funds

Should CONTRACTOR fail to timely meet the performance standards as set forth in the SERVICES CONTRACT (specifically including the Work Program) for the provision of the services identified in the SERVICES CONTRACT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to the SERVICES CONTRACT or, in SETA's sole discretion, terminate the SERVICES CONTRACT. Should SETA's funding source(s) reduce funding to SETA, SETA may, notwithstanding any other provision of the SERVICES CONTRACT, at any time and in its sole discretion,

deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to the SERVICES CONTRACT or, in SETA's sole discretion, terminate the SERVICES CONTRACT. In the event of deobligation, SETA may unilaterally amend the SERVICES CONTRACT identifying the deobligation. SETA shall have no liability to CONTRACTOR based upon said deobligation or termination, specifically including, but not limited to, any liability for CONTRACTOR's consequential damages.

9. Suspension or Disallowance of Payments/Suspension of Performance

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

- (a) If CONTRACTOR fails to comply with all requirements of the certifications made in the SERVICES CONTRACT or any of the exhibits thereto. In the event of suspension on this basis, CONTRACTOR may be ineligible for award of future SETA subgrants/contracts if SETA or its funding source(s) determine(s) that any of the following has occurred: (1) false information is contained in any certification; or (2) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If CONTRACTOR shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SERVICES CONTRACT;
- (c) 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;
- (d) If CONTRACTOR shall fail to submit timely and/or complete invoices;
- (e) If CONTRACTOR maintains a pattern of discrimination;

- (f) If CONTRACTOR is in default of any of the provisions of the SERVICES CONTRACT or violates any of the covenants, assurances, stipulations or conditions of the SERVICES CONTRACT;
- (g) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the SERVICES CONTRACT;
- (h) 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;
- (i) If SETA's funding source(s) reduce(s) funding to SETA below the amount in existence at the time the parties entered into the SERVICES CONTRACT;
- (j) If CONTRACTOR provides services under the SERVICES CONTRACT ineffectively or improperly;
- (k) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or SETA policies and procedures;
- (l) If SETA's funding source(s) suspend(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
- (m) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully applied by SETA or its funding source(s).

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

10. **Termination of CONTRACT**

(a) **For Debarment**

If, at any time during the term of the SERVICES CONTRACT, CONTRACTOR is included on any federal List of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is

debarred from receiving federal funds, the SERVICES CONTRACT shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since CONTRACTOR will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, CONTRACTOR shall have no right to appeal its debarred status or the termination of the SERVICES CONTRACT resulting therefrom.

(b) For Cause

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

- (1) If CONTRACTOR fails to comply with all requirements of the certifications made in the SERVICES CONTRACT or any of the exhibits hereto. In the event of termination on this basis, CONTRACTOR may be ineligible for award of future SETA 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 (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 the SERVICES 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 the SERVICES CONTRACT or violates any of the covenants,

assurances, stipulations, or conditions of the SERVICES CONTRACT;

- (7) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the SERVICES 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 the SERVICES CONTRACT;
- (10) If CONTRACTOR provides services under the SERVICES 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
- (13) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully applied by SETA or its funding source(s).

(c) For Convenience

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

(d) Payment Upon Termination

If the SERVICES CONTRACT is terminated by SETA, as provided in this Paragraph 10, CONTRACTOR, as its sole remedy, shall be paid an amount which bears the same ratio to the total compensation, as provided in the Work Program, as the services actually performed bear to the total services to be performed by CONTRACTOR under the SERVICES CONTRACT, less payments of compensation previously made. Upon termination of the SERVICES CONTRACT, CONTRACTOR shall not incur any obligations after the effective date of such termination, unless expressly authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for any claims of CONTRACTOR for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by CONTRACTOR under the SERVICES CONTRACT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, CONTRACTOR shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the SERVICES CONTRACT by CONTRACTOR, including SETA liability for funds wrongfully used or misspent by CONTRACTOR, disallowed costs, or audit exceptions under the SERVICES CONTRACT, and SETA may withhold any payment to CONTRACTOR for purposes of setoff until such time as the exact amount of damages due SETA from CONTRACTOR is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the SERVICES CONTRACT, shall release CONTRACTOR from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment due CONTRACTOR.

11. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that CONTRACTOR has failed to comply with any provision of the SERVICES CONTRACT,

SETA policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, SETA may, in lieu of immediately giving notice of termination of the SERVICES CONTRACT pursuant to the provisions of Paragraph 10, order corrective action and disallow, suspend or delay any and all payments under the SERVICES CONTRACT, and/or suspend performance under the SERVICES CONTRACT, until such failure is rectified.

- (b) If corrective action is ordered, SETA shall give CONTRACTOR reasonable written notice (generally no more than thirty (30) calendar days) setting forth the nature of CONTRACTOR's noncompliance and identifying a procedure whereby CONTRACTOR and its officers or responsible representative may have an opportunity to meet with SETA for the purpose of considering the nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to SETA as to the implementation process.
- (d) SETA may suspend or disallow payments to CONTRACTOR and/or suspend performance in accordance with Paragraph 9 of the SERVICES CONTRACT during said period of corrective action.
- (e) If CONTRACTOR shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, SETA shall recommend to SETA's Governing Board that the SERVICES CONTRACT be terminated in accordance with the provisions of Paragraph 10 of the SERVICES CONTRACT.
- (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the payment of funds to CONTRACTOR when SETA has reasonable cause to believe that CONTRACTOR has misspent or claimed funds fraudulently and shall cause to be served upon CONTRACTOR notice of termination pursuant to Paragraph 10 of the SERVICES CONTRACT.

12. Property

- (a) Any real and personal property acquired by CONTRACTOR pursuant to the SERVICES CONTRACT shall be subject to all rules, procedures, and restrictions as set forth in all applicable federal, state and local laws and administrative regulations, including SETA policies and procedures, and any other applicable procedures or regulations that may be established by the federal government, the State and/or SETA.
- (b) Title to intangible personal property produced or acquired pursuant to the SERVICES CONTRACT, including patents and copyrights, shall vest and be held in accordance with applicable SETA and funding source(s) requirements. CONTRACTOR shall immediately report to SETA any discovery or invention which arises or is developed in the performance of or under the SERVICES CONTRACT.
- (c) CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of SETA-owned property in CONTRACTOR's possession. Such care shall include insurance coverage against loss or damage to such property.

13. License for Use

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

14. Right to Reuse

If, under the provisions of the SERVICES CONTRACT, CONTRACTOR develops any systems analysis products, models, electronic data processing systems, software and related services, CONTRACTOR agrees that the methods, materials, logic and systems developed pursuant to the SERVICES 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.

15. Insurance

During the term of the SERVICES CONTRACT, CONTRACTOR shall maintain insurance coverages in conformance with the provisions of Exhibit 6 of the SERVICES CONTRACT.

16. Facilities

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

17. Personnel

- (a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under the SERVICES CONTRACT. Such personnel shall not be employees of or have any contractual relationship with SETA, and CONTRACTOR shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the SERVICES CONTRACT.
- (b) All of the obligations and/or services to be performed by CONTRACTOR hereunder shall be performed by CONTRACTOR or by employees of CONTRACTOR under CONTRACTOR's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (c) CONTRACTOR agrees that in the performance of its obligations under the SERVICES CONTRACT no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of CONTRACTOR's obligations, as determined by SETA, shall be employed, engaged or retained.

- (d) In the event that SETA or its funding source(s), in their sole discretion, either singularly or jointly, at any time during the term of the SERVICES CONTRACT, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to the SERVICES CONTRACT, CONTRACTOR shall remove any such person immediately upon receiving notice from SETA or its funding source(s).
- (e) CONTRACTOR shall not substitute for personnel set forth in its proposal or the SERVICES CONTRACT without the prior written consent of SETA.

18. Debarment, Suspension, Termination and/or Revocation

- (a) CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of the SERVICES CONTRACT:
 - (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding the SERVICES CONTRACT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 18; and,
 - (4) Has within a three (3) year period preceding the SERVICES CONTRACT had one or more public (federal, state or local) transactions terminated for cause or default.

- (b) If unable to certify to the best of its knowledge the statements set forth above, CONTRACTOR and/or any of its principals shall attach to the SERVICES CONTRACT an account of the circumstances and any explanations therefor.
- (c) CONTRACTOR further agrees to request this certification from any subcontractors that perform services under the SERVICES CONTRACT.

19. Pro-Children Act of 1994

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

20. Prior Findings

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

21. National Labor Relations Board Certification

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

22. Wages

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

23. Nepotism

With respect to the services provided pursuant to the SERVICES CONTRACT, no member of the immediate family of any officer, director, executive or employee of CONTRACTOR or SETA shall receive favorable treatment for enrollment in services provided by, or employment with, CONTRACTOR, nor shall any individual be placed in an employment activity funded under the SERVICES CONTRACT if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither CONTRACTOR nor any of CONTRACTOR's subcontractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded under the SERVICES CONTRACT, if a member of that person's immediate family is employed in an administrative capacity for SETA, CONTRACTOR, or any employment contractor of CONTRACTOR. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this provision, CONTRACTOR and CONTRACTOR's subcontractors shall follow the federal, state or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for the program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of CONTRACTOR, or where that individual would be the supervisor of an individual paid with funds provided under the SERVICES CONTRACT or performing duties under the SERVICES CONTRACT.
- (c) The term "staff position" refers to all staff positions providing services under the SERVICES CONTRACT.

24. Small, Minority, and Women's Businesses

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

- (a) Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
- (b) Divide total requirements into smaller requirements to permit maximum small, minority, and women's business participation whenever economically feasible and use the services and assistance of the Small Business Administration and the Office of Minority Business Development Agency, Department of Commerce, as required.

25. Conflict of Interest

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

26. Nondiscrimination/Equal Opportunity

During the performance of the SERVICES CONTRACT, CONTRACTOR agrees as follows:

- (a) CONTRACTOR shall not discriminate, harass or allow harassment, against any employee, applicant for employment, or any other individual affected by the services being provided by CONTRACTOR pursuant to the

SERVICES CONTRACT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. CONTRACTOR further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) CONTRACTOR shall, in all solicitations or advertisements for employment placed by or on behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage.
- (c) CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

- (d) CONTRACTOR shall comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and other applicable orders of the U.S. Government.
- (e) CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of the U.S. Government, or pursuant thereto, and shall permit access to its books, records, and accounts by the contracting agency and all applicable U.S. Government agencies for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of the SERVICES CONTRACT or with any of such rules, regulations, or orders, the SERVICES CONTRACT may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by other applicable rule, regulation, or order of the U.S. Government, or as otherwise provided by law.
- (g) CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order issued pursuant to the SERVICES CONTRACT unless exempted by applicable rules, regulations, or orders of the U.S. Government issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as may

be validly directed by any applicable agency of the government as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

27. Section 504 of the Rehabilitation Act

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

28. Licenses and Permits

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

29. Diligent and Timely Performance

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

30. Standard of Performance

CONTRACTOR shall perform all services required pursuant to the SERVICES CONTRACT in the 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 nature which CONTRACTOR delivers to SETA or its funding source(s) pursuant to the SERVICES CONTRACT shall be prepared in a substantial, first-class and workmanlike manner and conform to

standards of quality normally observed by a person practicing in CONTRACTOR's profession or field.

31. Confidentiality

All services performed by CONTRACTOR hereunder and each and all of the reports and items of data and information given to, prepared by, or assembled with the assistance of CONTRACTOR under the terms of the SERVICES CONTRACT are confidential and shall not be made available to any individual or organization, except for SETA's funding source(s) and SETA, by CONTRACTOR without prior written approval of SETA. CONTRACTOR shall also abide by all applicable laws, regulations, and SETA policies and procedures regarding the release of participant identities and information. A copy of SETA's policy on Confidentiality of Participant Records is set forth in Exhibit 7 of the SERVICES CONTRACT.

32. Unauthorized Financial Benefit

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

33. Contingent Fee

CONTRACTOR warrants that no person, selling agency, or other organization, excepting bona fide employees of CONTRACTOR, has been employed or retained to solicit or secure the SERVICES CONTRACT upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate the SERVICES CONTRACT with liability in accordance with Paragraph 10 of the SERVICES CONTRACT and/or, at its sole discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

34. Kickbacks

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

35. Fraud and Program Abuse

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

36. Political Activity/Lobbying

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

37. Sectarian Activities

CONTRACTOR assures and certifies that:

- (a) CONTRACTOR shall use all funds under the SERVICES 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 the SERVICES CONTRACT, and participation must be voluntary for program beneficiaries.
- (b) 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 the SERVICES 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 the SERVICES 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.
- (c) There will be no employment or training of participants in sectarian activities.
- (d) In providing services or benefits under the SERVICES CONTRACT, CONTRACTOR shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

38. Delegation/Subcontract/Assignment

Unless specifically set forth in the Work Program, no performance of any of CONTRACTOR's obligations under the SERVICES 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 hereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the SERVICES CONTRACT. Whenever CONTRACTOR is authorized to subcontract, delegate, or assign, it shall include all the terms of the SERVICES CONTRACT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the SERVICES CONTRACT, and all applicable federal, state and local laws and regulations. CONTRACTOR agrees to be held fully responsible to SETA for the performance of any subcontractor, delegate or assignee and to hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.

39. Independent Contractor

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

40. Indemnification

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

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

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

CONTRACTOR agrees to indemnify, defend and hold harmless SETA and its officers, agents, employees, and volunteers, from and against any

suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from CONTRACTOR's performance under the SERVICES CONTRACT, including CONTRACTOR's failure to comply with or carry out any of the provisions of the SERVICES CONTRACT and acts of negligence or omission of CONTRACTOR, or anyone employed directly, indirectly or by independent contract by CONTRACTOR, including volunteers, regardless of whether caused in part by a party indemnified hereunder.

41. Laws

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

42. Clean Air and Clean Water

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

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) CONTRACTOR shall notify SETA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA,

indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;

- (c) CONTRACTOR shall notify SETA and the U.S. EPA about any known violation of the above laws and regulations; and,
- (d) CONTRACTOR shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract, or subcontract.

43. Protection of Human Subjects

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

44. Press Releases and Communications

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

45. Immigration Reform and Control Act of 1986

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

46. Drug-Free Workplace Certification

By signing the SERVICES CONTRACT, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government

Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- (b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) the dangers of drug abuse in the workplace;
 - (2) CONTRACTOR's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the CONTRACT:
 - (1) will receive a copy of CONTRACTOR's drug-free policy statement; and,
 - (2) will agree to abide by the terms of CONTRACTOR's statement as a condition of employment under the CONTRACT.

47. Successors

At the sole discretion of any successor-in-interest of SETA, the SERVICES CONTRACT shall bind and inure to that successor-in-interest of SETA, in the same manner as if such party had been expressly named herein. The SERVICES CONTRACT shall only bind and inure to a successor-in-interest of CONTRACTOR upon SETA's prior express written consent.

48. Entire Agreement/Modifications

The SERVICES CONTRACT constitutes the entire agreement between the parties hereto for services furnished pursuant to the SERVICES CONTRACT and no oral understanding not incorporated herein shall be binding on any of the parties hereto. Except as otherwise provided in the SERVICES CONTRACT, the

SERVICES CONTRACT may be modified, altered, or revised only on the written consent of both parties hereto. However, any other provision of the SERVICES CONTRACT notwithstanding, the SERVICES CONTRACT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or state government, any applicable local government or SETA or any law or regulation enacted by the federal or state government or any applicable local government which may affect the provisions, terms or funding of the SERVICES CONTRACT and SETA may unilaterally amend the SERVICES CONTRACT in this regard.

49. Severability of Provisions

If any provision of the SERVICES CONTRACT is held invalid, the remainder of the SERVICES CONTRACT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

50. Titles

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

51. 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.

52. Limitation of Actions

In the event the funding source(s) disallow(s) any costs incurred by CONTRACTOR in the performance of the SERVICES 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.

53. California Law

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

54. Notices

All notices to be given to either of the parties under the SERVICES 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 the SERVICES 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.

55. Enforceable CONTRACT

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

56. Time of the Essence

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

57. Counterpart, Facsimile and Electronic Signatures

The SERVICES CONTRACT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the SERVICES CONTRACT with all signatures and Exhibits appended together shall be deemed a fully executed SERVICES CONTRACT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.