

**LOWER-TIERED RECIPIENT AGREEMENT
BETWEEN
CALIFORNIA COMMUNITY FOUNDATION
AND
[LOWER-TIERED RECIPIENT]
FOR
AMERICAN RESCUE PLAN TRAUMA PREVENTION PARTNERSHIPS PROJECT**

AMERICAN RESCUE PLAN ACT OF 2021

**LOWER-TIERED RECIPIENT AGREEMENT BETWEEN CALIFORNIA COMMUNITY
FOUNDATION AND [NAME OF LOWER-TIERED RECIPIENT]**

FOR

AMERICAN RESCUE PLAN TRAUMA PREVENTION PARTNERSHIPS PROJECT

THIS LOWER-TIERED RECIPIENT AGREEMENT ("Agreement") is made and entered into on _____ ("Effective Date") by and between California Community Foundation ("Subrecipient") and [Vendor] ("Lower-Tiered Recipient") with Subrecipient and Lower-Tiered Recipient individually referred to as "Party" or collectively as "Parties."

WHEREAS, The County of Los Angeles ("County") has provided Subrecipient with an allocation of American Rescue Plan ("ARP") funds for overseeing the disbursement of funding to community-based organizations to implement violence prevention, intervention, crisis response, community healing, and youth programming in communities across the County disproportionately impacted by violence which has increased significantly as a result of the COVID-19 pandemic; and

WHEREAS, As a fiscal agent, Subrecipient will coordinate closely with the County's Department of Public Health ("Public Health"), Office of Violence Prevention (OVP) to provide Programmatic Support, including developing a data-driven funding strategy, community outreach and engagement, community and organizational capacity building, evaluation, and development of systems change recommendations and sustainability plans for the ARP Trauma Prevention Partnerships Project ("Project"); and

WHEREAS, Subrecipient oversees disbursement, administrative and fiscal oversight of the Project Funds for implementation of the Project, subject to all the conditions and restrictions required by the ARP Act; and

WHEREAS, Lower-Tiered Recipient will receive up to \$ xxxx_in ARP Act funds to [services provided and location] and will be required to comply with the ARP Act guidelines and instructions, and any other applicable laws and regulations; and

WHEREAS, the following exhibits (each, an "Exhibit" and collectively the "Exhibits") attached hereto are hereby incorporated into this Agreement:

<u>Exhibit Number</u>	<u>Exhibit Description</u>
A	Statement of Work
B	Budget
C	Notice of Federal Subaward Information

<u>Exhibit Number</u>	<u>Exhibit Description</u>
D	ARP Act Requirements
E	Insurance Requirements
F	Subrecipient's Administration
G	Lower-Tiered Recipient's Administration
H	Sample COVID-19 Certification of Compliance

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 TERM OF AGREEMENT

The term of this Agreement ("Project Term") shall commence upon the Effective Date through [date] and shall continue until all of the Parties' obligations under this Agreement are fully satisfied, unless sooner terminated or extended by the Subrecipient.

2.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement is valid unless properly executed in accordance with this Agreement.

3.0 USE OF ARP FUNDS

3.1 PROJECT FUNDS. Lower-Tiered Recipient will receive a portion of the Subrecipient's allocation of the ARP Funds up to \$xx,xxx ("Project Funds") to implement the Project pursuant to Exhibit A, Statement of Work Exhibit B, Budget, and Exhibit C, Notice of Federal Subaward Information during the period that begins on Date of Execution, and ends on November 30, 2024 ("Covered Period"). All Project Funds allocated to the Subrecipient are subject to the terms and conditions set forth in this Agreement and pursuant to Exhibit D, American Rescue Plan Act Requirements. Subrecipient shall be liable for any costs in excess of this amount, and for any unauthorized or ineligible costs or expenses.

3.1.1 Project Funds for the Project under this Agreement must be expended by November 30, 2024.

3.1.2 Lower-Tiered Recipient agrees to separate the Project Funds provided under this Agreement in accordance with the ARP Act and as instructed by County. Separate financial records, which support compliance, shall be kept for the Project Funds in accordance with the Treasury regulations, guidelines, and instructions on records retention, and any other applicable laws or regulations. Interest earned on the Project Funds must be used in accordance with the ARP Act.

For the first two months of contract, Lower-Tiered Recipient shall submit monthly invoices with 100% supporting documentation.

Subrecipient may provide Lower-Tiered Recipient with additional instructions regarding the invoicing process based on continued monitoring and evaluation of risk through the term of this agreement. Lower-Tiered Recipient agrees to comply with all such requests for information or documentation made by the Subrecipient. Lower-Tiered Recipient shall submit invoices only for the Project and other work specified in Exhibit A, Statement of Work, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Lower-Tiered Recipient shall submit monthly invoices to the Subrecipient by the 15th calendar day of the month following the month or quarter of service. Lower-Tiered Recipient's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit D, ARP Act Regulatory Requirements, including identification of any work using ARP Funds.

- 3.1.3 Lower-Tiered Recipient shall return Project Funds to Subrecipient if County determines, in its sole discretion, any or all of the following occurs: (1) Lower-Tiered Recipient is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Lower-Tiered Recipient has expended Project Funds not in accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

- 3.2** EXPENDITURES. Project Funds expenditures made by Lower-Tiered Recipient in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.

- 3.3** ADMINISTRATION COSTS. Lower-Tiered Recipient agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement, less any administration costs. Such administrative costs shall be in conformance with applicable Treasury Laws and Regulations and related provisions of the Federal Uniform Guidance, including, but not limited to, 2 CFR 200.414. Eligible indirect costs are based on:

- 3.3.1 The negotiated indirect cost rate ("NICRA") approved by its cognizant agency for the Fiscal Year application to this Agreement; or,
- 3.3.2 If Lower-Tiered Recipient has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of ten percent (10%) of Modified Total Direct Costs ("MTDC") as defined in 2 CFR 200.68.

- 3.4** SOURCE AND APPROPRIATION OF PROJECT FUNDS. County's obligation is payable only and solely from ARP Funds appropriated through Treasury, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement In the event the Board has not

appropriated future ARP Funds for this Project, County will endeavor to notify Subrecipient, which will in turn notify Lower-Tiered Recipient in writing within ten (10) days of receipt of the non-appropriation notice.

- 3.5** IMPROPER USE OF ARP FUNDS. Lower-Tiered Recipient shall only use Project Funds in accordance with this Agreement. Lower-Tiered Recipient's improper use of Project Funds, as determined by County Chief Executive Officer (CEO), or designee, shall constitute a material breach of contract upon which Subrecipient may cancel, terminate or suspend this Agreement.

4.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Lower-Tiered Recipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and Treasury and consistent with all Treasury Laws and Regulations that may be required from time to time as a condition of the County approving the disbursement of any Project Funds by Subrecipient, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1** COUNTY LAWS. Lower-Tiered Recipient must comply with all County laws and policies, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).

- 4.2** LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; Treasury Laws and Regulations, 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

5.0 CONFIDENTIALITY

Lower-Tiered Recipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Lower-Tiered Recipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Lower-Tiered Recipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Lower-Tiered Recipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Lower-Tiered Recipient.

6.0 REPORTS AND AUDITS

- 6.1** UNIFORM ADMINISTRATIVE REQUIREMENTS. Lower-Tiered Recipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:
- 6.1.1 Single Audit Compliance: Lower-Tiered Recipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.
 - 6.1.2 Accounting Standards: Lower-Tiered Recipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Lower-Tiered Recipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").
 - 6.1.3 Suspension and Debarment: Lower-Tiered Recipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Lower-Tiered Recipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.
- 6.2** REPORTING REQUIREMENTS. Lower-Tiered Recipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Lower-Tiered Recipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Lower-Tiered Recipient shall comply with all reporting requirements by the County and Subrecipient, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Lower-Tiered Recipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by Subrecipient. Lower-Tiered Recipient shall submit reports to Subrecipient, then Subrecipient will share reports with County.
- 6.2.1 Quarterly Activity Reports: Lower-Tiered Recipient shall provide quarterly activity reports that addresses the following, at a minimum: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by Subrecipient; (ii) demonstrate how Lower-Tiered Recipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) a description of activities to be undertaken in the next reporting period; (v) provide list of Lower-Tiered Recipients approved and invoices to date that have been approved for reimbursement, and (vi) describe a plan for expenditure of unspent Project Funds on or before November 30, 2024.

Unless otherwise waived in writing by the Subrecipient, quarterly activity reports must begin on the first calendar day of the second month following execution of this Agreement and must continue through the completion of the Project Term.

- 6.2.2 At any time during the term of this Agreement, Subrecipient may, in its sole discretion, request that Lower-Tiered Recipient provide County and/or Subrecipient with additional progress reports not otherwise identified in this Paragraph in the form specified by County and/or Subrecipient, to ensure that Lower-Tiered Recipient is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.
- 6.2.3 Lower-Tiered Recipient shall provide a certification, in a form provided by Subrecipient, signed by the Lower-Tiered Recipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.
- 6.2.4 The Subrecipient may withhold Project Funds and or disallow expenditures anytime the Lower-Tiered Recipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by Treasury Laws and Regulations according to payment terms agreed to by the Lower-Tiered Recipient and in a timely manner.
- 6.2.5 Lower-Tiered Recipient shall provide quarterly reports to the Subrecipient on data related to use of Project Funds as specified by County, which may include: job creation, grants, outcomes, expenditures, and project-specific metrics by geography or other criteria in relation to this Agreement. Lower-Tiered Recipient shall provide to the Subrecipient information regarding competitive solicitations for contractors and subcontractors in relation to this Agreement as soon as solicitations are publicly posted, available, or released. Lower-Tiered Recipient shall maintain and provide to the Subrecipient any other data and documents involving Project Funds as requested by County and/or Subrecipient. Lower-Tiered Recipient understands and agrees to allow County and/or Subrecipient to include any and all information on the County's website(s), as solely determined by the County.

- 6.3 AUDITS. Subrecipient will audit Lower-Tiered Recipient's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Lower-Tiered Recipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this

Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

- 6.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and until March 31, 2032, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Lower-Tiered Recipient. Lower-Tiered Recipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Lower-Tiered Recipient's use of Project Funds.
- 6.3.2 A financial audit of Lower-Tiered Recipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Lower-Tiered Recipient.
- 6.4 Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Lower-Tiered Recipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO, or designee, may cancel, terminate or suspend this Agreement.
- 6.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Lower-Tiered Recipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the Subrecipient.

7.0 MONITORING REQUIREMENTS

Subrecipient monitors its Lower-Tiered Recipients based upon an assessment of risk posed by the Lower-Tiered Recipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Subrecipient shall perform program and/or fiscal monitoring of the Lower-Tiered Recipient and the Project to ensure compliance with federal and State requirements and timely Project completion. The Lower-Tiered Recipient shall be required to resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the County. In the event Lower-Tiered Recipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Lower-Tiered Recipient shall follow an appeals process provided by the Subrecipient in its monitoring findings.

Lower-Tiered Recipient shall ensure their contractors and other parties are in compliance with the ARP Act requirements and shall perform regular, ongoing monitoring of the contractor and other parties for the term of this Agreement. Lower-Tiered Recipient shall ensure their contractor and other party resolve any monitoring findings to the Lower-Tiered Recipient's satisfaction by the deadlines set by the Lower-Tiered Recipient. Lower-Tiered

Recipient shall report any monitoring findings to the Subrecipient, as well as the status of those findings until they are resolved by the contractor and other party.

8.0 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS

8.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Lower-Tiered Recipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Treasury Laws and Regulations. Lower-Tiered Recipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Lower-Tiered Recipient's use or expenditure of the Project Funds and Lower-Tiered Recipient's compliance with this Agreement and Treasury Laws and Regulations. Lower-Tiered Recipient shall also comply, and shall ensure that its contractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Lower-Tiered Recipient shall maintain records in accordance with the longer period.

8.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees (including Subrecipient), or the federal or State government may deem necessary, Lower-Tiered Recipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement, including records of all expenditures made by Lower-Tiered Recipients.

8.3 RECORDS RETENTION. Lower-Tiered Recipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Lower-Tiered Recipient during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Lower-Tiered Recipient shall maintain records in accordance with the longer period.

9.0 INDEPENDENT CONTRACTOR

Lower-Tiered Recipient shall be considered an independent contractor, and neither Lower-Tiered Recipient, its employees, nor anyone working under Lower-Tiered Recipient shall be considered an agent or an employee of County or of Subrecipient. Neither Lower-Tiered Recipient, its employees nor anyone working under Lower-Tiered Recipient shall qualify for workers' compensation or other fringe benefits of any kind through County or Subrecipient. Lower-Tiered Recipient shall indemnify, defend (with counsel approved by Subrecipient), and hold harmless County and Subrecipient and their respective officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Lower-

Tiered Recipient is not an independent contractor under any applicable federal, State, or local laws.

10.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Lower-Tiered Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Lower-Tiered Recipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Lower-Tiered Recipient shall provide copies of permits, licenses, and approvals to County and to Subrecipient upon request.

11.0 INDEMNIFICATION

Lower-Tiered Recipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County and Subrecipient and their elected and appointed officials, officers, employees and agents harmless from and against any and respective all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Lower-Tiered Recipient and its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Lower-Tiered Recipient under this Section shall survive the expiration or termination of this Agreement.

12.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.

12.1 REMEDIES FOR NONCOMPLIANCE. In addition to any other rights and remedies the County and/or Subrecipient may have under this Agreement, at law, or in equity, the County and/or Subrecipient may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Lower-Tiered Recipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:

- 12.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Lower-Tiered Recipient.
- 12.1.2 Disallow all or part of the cost of the action not in compliance.
- 12.1.3 Wholly or partly suspend or terminate the Lower-Tiered Recipient's Project Funds.
- 12.1.4 Withhold further and/or future awards for Project Funds and/or any other funds administered by the Subrecipient.
- 12.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
- 12.1.6 Take other remedies that may be legally available.

12.2 EFFECTS OF SUSPENSION AND TERMINATION. Lower-Tiered Recipient costs resulting from obligations incurred by the Lower-Tiered Recipient or any of the Lower-Tiered Recipient's contractor during a suspension or after termination of an

Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

12.3 TERMINATION FOR NONCOMPLIANCE. Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by Treasury, or County and/or Subrecipient if Lower-Tiered Recipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

12.3.1 Termination Without Cause: This Agreement may be terminated by County and/or Subrecipient in whole or in part at any time without cause.

12.3.2 Termination With Cause: The Agreement may be terminated by County and/or Subrecipient in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Lower-Tiered Recipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.

12.3.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and Treasury Laws and Regulations.

13.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

14.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by Subrecipient and County, in writing.

15.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

15.1 Lower-Tiered Recipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Lower-Tiered Recipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds that are subject to compliance with conflict of interest federal, State, and local laws.

15.2 Lower-Tiered Recipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse

or economic dependent of such employee, is or shall be employed in any capacity by Lower-Tiered Recipient, or shall have any direct or indirect financial interest in Lower-Tiered Recipient.

15.3 Lower-Tiered Recipient represents and warrants that it is aware of, and that its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled “Contracting With Current or Former County Employees,” and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Lower-Tiered Recipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Lower-Tiered Recipient earned for a period of one year from the date he/she separated from County employment.

15.4 Lower-Tiered Recipient shall immediately notify Subrecipient in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

16.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

17.0 INSURANCE

Lower-Tiered Recipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

18.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

19.0 INTERPRETATION

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

20.0 PROJECT INTEGRITY

Lower-Tiered Recipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Lower-Tiered Recipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to Subrecipient, a fiscal agent of County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide

improper consideration, in any form, either directly or through an intermediary, to any Subrecipient Lower-Tiered Recipient officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

21.0 NOTICES AND APPROVALS

Approval of Lower-Tiered Recipient's Staff: Subrecipient has the right to approve or disapprove the Lower-Tiered Recipient's Project Manager as referenced in Exhibit G. Lower-Tiered Recipient's Staff Identification: Lower-Tiered Recipient and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To Subrecipient:	Name: Jarret Barrios Title: SVP of Strategic Community and Programmatic Initiatives Address 717 W. Temple St., Los Angeles, CA 90012 Email: jbarrios@calfund.org Phone: 213.452.6245
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To Lower-Tiered Recipient:

Lower-Tiered Recipient agrees to notify Subrecipient about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

22.0 PROCUREMENT

Lower-Tiered Recipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Lower-Tiered Recipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and State procurement laws.

22.1 Lower-Tiered Recipient shall indemnify and hold County and Subrecipient and their respective elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every subcontractor or other party

in the same manner and to the same degree as if such subcontractor(s) or other parties were Lower-Tiered Recipient's employees.

22.2 Lower-Tiered Recipient shall remain fully responsible for all performances required of it under this Agreement, including those that Lower-Tiered Recipient has determined to subcontract, notwithstanding County's approval of Lower-Tiered Recipient's proposed contract. Lower-Tiered Recipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.

22.3 Lower-Tiered Recipient shall address administrative, contractual, or legal remedies for all contracts in instances where contractors violate or breach contract terms. Lower-Tiered Recipient must provide sanctions and penalties as appropriate.

23.0 COVID-19 VACCINATION OF LOWER-TIERED RECIPIENT PERSONNEL

At Lower-Tiered Recipient's sole cost, Lower-Tiered Recipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Lower-Tiered Recipient shall complete and provide to the Subrecipient a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by Subrecipient. In addition to complying with the requirements of this section, Lower-Tiered Recipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

24.0 WAIVER

No waiver by Subrecipient of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of Subrecipient to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

26.0 CLOSE OUT

- A. Subrecipient will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by Subrecipient, within _____ calendar days after the Expiration Date, the Lower-Tier Recipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to Subrecipient any balances of unobligated cash that Subrecipient paid in advance or paid and that is not authorized to be retained by the Lower-Tier Recipient entity for use in other projects.

Within thirty (30) calendar days after receipt of all outstanding reports, _____ will make upward or downward adjustments to the allowable costs, and then make prompt payments to Lower-Tier Recipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

- a. The right of Subrecipient to disallow costs and recover funds on the basis of a later audit or other review.
 - b. The obligation of the Lower-Tier Recipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Lower-Tier Recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by Subrecipient, the Lower-Tier Recipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.
- C. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to Lower-Tier Recipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).
- D. For the purposes of determining expenditure eligibility, Treasury's final rule provides Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance 7 that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1.

IN WITNESS WHEREOF, the Lower-Tiered Recipient has executed this Agreement, caused it to be duly executed by its authorized representative, under the authority to execute this Agreement on its behalf on the date and year written below.

SUBRECIPIENT

By _____

Name _____

Title _____

LOWER-TIERED RECIPIENT

By _____

Name _____

Title _____

**Recipient Information (i)**

1. Recipient Name
2. Vendor Customer Code (VCC)
3. Employer Identification Number (EIN)
4. Recipient's Unique Entity Identifier (ii)
Data Universal Numbering System (DUNS)
(www.SAM.gov)
5. Award Project Title
6. Project Director or Principal Investigator
Name:
Title:
Address:

E-mail:
7. Authorized Official
Name:
Title:
Address:

E-mail:

County Department Information (xi)

8. County Department Contact Information
Name:
Title:
Address:

E-mail:
9. Program Official Contact Information
Name:
Title:
Address:

E-mail:

Federal Award Information (www.usaspending.gov)

10. Federal Award Number (1)
11. Federal Award Date (iv)
12. Unique Federal Award Identification Number (FAIN) (iii)
13. Name of Federal Awarding Agency (xi)
14. Federal Award Project Title (x)
15. Assistance Listing Number (xii)
16. Assistance Listing Program Title (xii)
17. Is this Award R&D? (xiii)

Summary Federal Subaward Financial Information

18. Budget Period Start Date (vi):	End Date:
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$
20a. Direct Cost Amount	\$
20b. Indirect Cost Amount (xiv)	\$
20. Authorized Carryover	\$
21. Offset	\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$
23. Total Approved Cost Sharing or Matching, where applicable	\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$
25. Projected Performance Period Start Date (v):	End Date:
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$

27. Authorized Treatment of Program Income
28. County Program Officer Signature

Name:
Title:

Signature/Date

29. Remarks

EXHIBIT D
AMERICAN RESCUE PLAN ACT
REQUIREMENTS

The terms of this Exhibit shall apply to the Lower-Tiered Recipient (as defined in 2 CFR 200.93), and all of its contractors, agents, service providers at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Lower-Tiered Recipient shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR 200.1 (Definitions) if not found in the Agreement.

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Lower-Tiered Recipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

1.0 Equal Employment Opportunity (41 CFR Part 60). During the performance of this Agreement, the Lower-Tiered Recipient agrees as follows:

- 1.1 The Lower-Tiered Recipient shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Lower-Tiered Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lower-Tiered Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lower-Tiered Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2 The Lower-Tiered Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Lower-Tiered Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3 The Lower-Tiered Recipient will send to each labor union or representative of workers

with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Lower-Tiered Recipient's contracting officer, advising the labor union or worker's representative of the Lower-Tiered Recipient's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1.4 The Lower-Tiered Recipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5 The Lower-Tiered Recipient will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6 In the event that the Lower-Tiered Recipient fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Lower-Tiered Recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7 The Lower-Tiered Recipient will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subRecipient or vendor. The Lower-Tiered Recipient will take such actions with respect to any contract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Lower-Tiered Recipient becomes involved in, or is threatened with litigation with a contractor or vendor as a result of such direction by the County, the Lower-Tiered Recipient may request the United States to enter into such litigation to protect the interests of the United States.

2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). As applicable, the Lower-Tiered Recipient shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708). As applicable, the Lower-Tiered Recipient shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Lower-Tiered Recipient shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Lower-Tiered Recipient shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

4.0 Rights To Inventions Made Under the Agreement (37 CFR Part 401). As applicable, Lower-Tiered Recipient must comply with the requirements of 37 CFR Part 401, “rights to inventions made

by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements,” and any implementing regulations issued by the County.

5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). As applicable, Lower-Tiered Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

6.0 Debarment and Suspension (Executive Orders 12549 and 12689). Lower-Tiered Recipient certifies that neither it nor any of its owners, officers, partners, directors, principals, or other contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All agreements shall include a contractual provision to this effect and of this substance in all of its contractor agreements. Lower-Tiered Recipient shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

7.0 Lobbying.

7.1 Federal Lobbyist Requirements. Lower-Tiered Recipients are prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Lower-Tiered Recipient must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Lower-Tiered Recipients acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

7.2 County Lobbyist Requirements. Lower-Tiered Recipient and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Lower-Tiered Recipient, shall also fully comply with the requirements as set forth in said County Code.

7.3 Lobbying Certifications. Each Lower-Tiered Recipient shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.4 Failure to Comply. Failure on the part of the Lower-Tiered Recipients to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the

Lower-Tiered Recipient shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

- 8.0 Procurement of Recovered Materials (2 CFR 200.323). Lower-Tiered Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216). Lower-Tiered Recipients shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR 200.322). Lower-Tiered Recipient shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). Lower-Tiered Recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

EXHIBIT D
ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subgrants and contracts under grants, loan and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

Signature of Lower-Tiered Recipient's Authorized Official

Date

Name and Title of Lower-Tiered Recipient's Authorized Official

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Subrecipient's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Subrecipient's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than 10 days prior to Subrecipient's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Subrecipient's contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Subrecipient identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles – Department of Public Health
Contract Monitoring Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager, Contract Monitoring Section

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

B. Additional Insured Status and Scope of Coverage

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

- C. Cancellation of or Changes in Insurance.** Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance.** Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or

pursue Subrecipient reimbursement.

- E. Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Subrecipient's Insurance Shall Be Primary.** Subrecipient's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.
- G. Waivers of Subrogation.** To the fullest extent permitted by law, the Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subrecipient Insurance Coverage Requirements.** Subrecipient shall include all contractors as insureds under Subrecipient's own policies, or shall provide County with each contractor's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying each contractor complies with the Required Insurance provisions herein, and shall require that each contractor name the County and Subrecipient as additional insureds on the subcontractor's General Liability policy. Subrecipient shall obtain County's prior review and approval of any contractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs).** Subrecipient's policies shall not obligate the County to pay any portion of any Subrecipient deductible or SIR. The County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. Application of Excess Liability Coverage.** Subrecipients may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.

- M. Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Subrecipient use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

II. INSURANCE COVERAGE

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- D. Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who is alleged to have committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. (Professional Liability/Errors and Omissions coverage is required for medical and legal Contractors, as well as Contractors in non-traditional professions including, but not limited to accountants, appraisers, architects, billers, computer programmers, engineers, interpreters, staffing/temporary services agencies, and

consultants. Note: A minimum of \$3 Million aggregate limit is recommended for medical and legal service providers.)

- E . **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation. (Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a Contractor takes custody of County owned or leased property [for example, Contractor occupies a County building, or is given County computers to use at non-County locations, such as the Contractor's business premises])

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO.: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIALS

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S CONTRACT PROJECT MONITOR

Name: _____

Title: _____

Address: _____

Phone: _____

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the "Subrecipient"), certify that on County Contract _____

____ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name