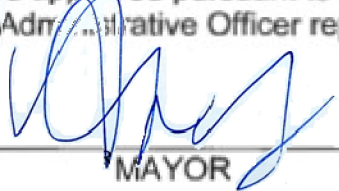


TRANSMITTAL

0150-11031-0000

TO The City Council	DATE 11/03/17	COUNCIL FILE NO. 10-1627
FROM The Mayor		COUNCIL DISTRICT Various
Proposed First Amendment to the Contract with Managed Health Network (C-129666) to Provide Employee Assistance Program Services Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.  _____ MAYOR (Ana Guerrero) RHL:LC:11180022		

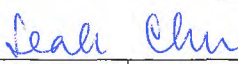
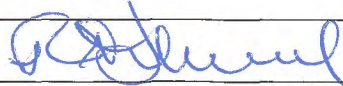
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 11-03-17	C.D. No. All	CAO File No.: 0150-11031-0000
Contracting Department/Bureau: Personnel Department		Contact: Russell Escueta 213-978-1631	
Reference: Transmittal from the Personnel Department dated October 5, 2017; referred for report on October 11, 2017.			
Purpose of Contract: To provide employee assistance program services for the City of Los Angeles' Civilian Benefits Program			
Type of Contract: () New contract (X) Amendment, Contract No. C-129666		Contract Term Dates: January 1, 2013 through December 31, 2018	
Contract/Amendment Amount: Administrative fee of \$1.19 for each eligible employee per month plus reimbursable travel expenses. Proposed amount \$ + Prior award(s) \$ = Administrative fee paid in accordance with the compensation schedule established in the contract and the number of participants			
Source of funds: Department No. 61, Account No. 9110 Employee Assistance Program			
Name of Contractor: Managed Health Network			
Address: 7755 Center Ave., Suite 700, Huntington Beach, CA 92647			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed		X	
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
* Applicable to contracts of \$1,000,000 or more			
Contractor has complied with:		Yes	No
8. Business Inclusion Program		X	
9. Equal Benefits Ordinance			X
10. First Source Hiring Ordinance			X
11. Contractor Responsibility Ordinance			X
12. Slavery Disclosure Ordinance			X
13. Bidder Certification CEC Form 50		X	
14. Prohibited Contributors (Bidders) CEC Form 55		X	
15. CA Iran Contracting Act of 2010*			X
16. Arizona Policy			X

RECOMMENDATIONS

That the City Council:

- 1) Approve, and authorize the General Manager of the Personnel Department to execute, the First Amendment to Contract No. C-129666 with Managed Health Network (Contractor), to extend the term of the contract by one year for a new term effective January 1, 2013 through December 31, 2018, to provide employee assistance program services related to the City of Los Angeles' Benefits Program, subject to the review of the City Attorney; and
- 2) Instruct the Department to coordinate with the Contractor for the submission, and the Bureau of Contract Administration for the verification, of contract compliance documentation to be uploaded through the Los Angeles Business Virtual Network and ensure that insurance documentation meeting the limits deemed appropriate by the Office of the City Administrative Officer's Risk Manager has been submitted through TRACK4LA, prior to executing the First Amendment.

	
LC Analyst 11180022	City Administrative Officer

SUMMARY

The Personnel Department (Department) requests authority to execute the First Amendment to Contract No. C-129666 with Managed Health Network to provide employee assistance program services related to the City of Los Angeles Civilian Benefits Program. The services provided through this contract include provision of a limited number of counseling and referral sessions, emergency onsite assistance for non-workplace violence related situations, and annual orientation sessions. The Amendment extends the term of the contract by one year through December 31, 2018. There is no change in the scope of work or the compensation schedule. The City will continue to be billed a monthly fee of \$1.19 per eligible employee and other reimbursable travel expenses.

On February 22, 2017, the Department released a Request for Proposals (RFP) for employee assistance program services and received two proposals by the RFP deadline of April 10, 2017. One of the two proposers was deemed unresponsive for failing to complete the Business Inclusion Outreach Program requirement. On May 23, 2017, the Joint Labor-Management Benefits Committee approved the Department's recommendation to cancel the RFP process because having only one responsive proposer limited the City's ability to negotiate favorable terms. In order to meet the City's October 2017 Open Enrollment period deadlines, a successor contractor had to be in place by July 2017. The Department did not have sufficient time to rebid, review, and award another RFP by July 2017. Therefore, an amendment to extend the term of the Contract is necessary for the Department to complete a new competitive process and transition to a new contractor, if necessary.

The Contractor has not submitted Equal Benefits Ordinance, First Source Hiring Ordinance, Non-discrimination/Equal Employment Practices Provisions, and Slavery Disclosure Ordinance compliance documentation through the Los Angeles Business Virtual Network. It is recommended that the Department work with the Contractor to upload all the necessary compliance documentation and coordinate with the Bureau of Contract Administration to have these documents verified prior to executing the First Amendment. The Department must also ensure that insurance documentation meeting the limits deemed appropriate by the Office of the City Administrative Officer's Risk Manager is submitted through TRACK4LA, prior to executing the contract.

In accordance with Charter Section 1022, the Personnel Department determined that there are no classifications of City employees that can perform these services. In accordance with Los Angeles Administrative Code Section 10.5, City Council approval of the proposed Amendment is required because the cumulative term of the contract exceeds five years.

FISCAL IMPACT STATEMENT

Funding is provided in the Human Resources Benefit Fund, Department No. 61, Employee Assistance Program Account for this purpose. There is no additional fiscal impact to the General Fund. The recommendation provided in this report complies with the City's Financial Policies in that budgeted funds are available to fund the proposed contract expenditures.

Attachment

RHL:LC:11180022

BOARD OF CIVIL SERVICE
COMMISSIONERS

Room 360, PERSONNEL BUILDING

JONATHAN M. WEISS
PRESIDENT

JEANNE A. FUGATE
VICE PRESIDENT

COMMISSIONERS:
GABRIEL J. ESPARZA
NANCY P. McCLELLAND
RAUL PÉREZ

BRUCE WHIDDEN
COMMISSION EXECUTIVE DIRECTOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT

PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

Wendy G. Macy
GENERAL MANAGER

October 5, 2017

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

Subject: **REQUEST FOR REVIEW OF PROPOSED FIRST AMENDMENT TO
CONTRACT NO. C-129666 WITH MANAGED HEALTH NETWORK**

In accordance with Executive Directive No. 3, attached for your review and approval is a draft First Amendment to Contract No. C-129666 (Contract) with Managed Health Network (MHN), to provide employee assistance program services related to the City of Los Angeles Civilian Benefits Program.

The current contract with Managed Health Network will expire on December 31, 2017. A First Amendment to the Contract is required to extend the term through December 31, 2018 to provide time to (1) solicit competitive proposals for Employee Assistance Program services, (2) provide EAP services through the 2018 Plan Year, and (3) provide sufficient time for transition in the event a new EAP provider is selected. On May 22, 2017, the JLMBC approved a recommendation to the General Manager of the Personnel Department to extend the term of the Contract through December 31, 2018, subject to the approval of the City Council.

Background

In accordance with Los Angeles Administrative Code Section 4.303, the Joint-Labor Management Benefits Committee (JLMBC) recommends, and the Personnel Department maintains and administers, on behalf of the City of Los Angeles, suitable employee benefits programs, as authorized by the City Council, for officers and employees of the City of Los Angeles. The Personnel Department has authority to enter into contracts to assist in its provision of the City's Civilian Benefits Program, including Employee Assistance Program services. The Personnel Department entered into a contract with MHN for these services on January 1, 2013.

Basis for First Amendment to Contract No. C-129666

The EAP program offers essential services to City employees and City departments. The EAP offers telephone, web-video, and face-to-face counseling by licensed providers 24 hours a day, 7 days a week to support employees and eligible dependents in managing life challenges and improving quality of life. Additionally, the EAP vendor provides to City departments on-site educational programs and services which include but are not limited to: Work & Life Services, Client Training Programs, Critical Incident Stress Debriefing, Onsite training sessions, and Workplace consultations.

The City's contract with Managed Health Network for Employee Assistance Program (EAP) services will expire on December 31, 2017. A Request for Proposal (RFP) for EAP services was released on February 22, 2017 but yielded only two vendor responses. Of the two proposals received, one proposal failed the Business Inclusion Program Outreach requirement leaving only one proposal for the City to consider. The Department found that being limited to consideration of one proposal to provide EAP services is contrary to the interests of the City in considering a wider array of providers and negotiating the most favorable contractual terms. At its meeting on May 23, 2017, the JLMBC recommended to the General Manager Personnel Department that the 2017 RFP for EAP services be cancelled. The JLMBC unanimously adopted this motion. Insufficient time exists to re-issue the RFP, conduct a review process, and make a selection for a new vendor to commence services in time for the 2018 Plan Year. As a result, cancelling the RFP requires that the current contract with the incumbent EAP provider, MHN, be extended for one year through December 31, 2018. The extension of the Contract will provide sufficient time for the RFP to be reissued, conduct the review process, and make a selection for the 2019 Plan Year.

MHN has agreed to maintain the current fee structure with no increase in rates for the extended one-year term of the Contract.

Contract Compliance

MHN's (Contractor) compliance documentation status is as follows:

The Contractor's Affirmative Action Plan, Equal Employment Practice, Equal Benefits, Slavery Disclosure, and First Source Hiring Ordinance affidavits are current.

The Personnel Department's Classification Division confirmed that the Charter Section 1022 determination previously made, which determined that City employees do not have the expertise to perform this work still applies, and that a new Charter Section 1022 determination is not necessary.

The Contractor's insurance certificate is current.

The Contractor's headquarter address is as follows:

Headquarter Address: 7755 Center Ave., Suite 700
Huntington Beach, CA 92647

This First Amendment to Contract No. C-129666 has been reviewed by the City Attorney as to form and language.

Fiscal Impact

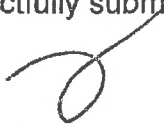
Funding for this Contract is provided in the 2017-18 Human Resources Benefits Adopted Budget, Fund No. 100, Employee Assistance Program, Account No. 069110, with no additional impact on the General Fund.

Recommendation

That the General Manager of the Personnel Department, or designee, be authorized to execute a First Amendment to Contract No. C-129666 with Managed Health Network, LLC to provide Employee Assistance Program services and to extend to the term of the Contract for a revised Contract term effective January 1, 2013 to December 31, 2018 subject to the review and approval of the City Attorney.

Please contact Sherry Cox at (213) 473-9122 with any additional questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Wendy G. Macy', written over a horizontal line.

Wendy G. Macy
General Manager

Attachment

ec: Leah Chu, CAO

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. C-129666)
BETWEEN THE CITY OF LOS ANGELES
AND
MANAGED HEALTH NETWORK**

This FIRST AMENDMENT to the Professional Services Agreement (Contract No. C-129666) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department (hereinafter “**City**”) and Managed Health Network, a Health Net Company, incorporated in the State of California, (hereinafter “**MHN**”), is entered into with reference to the following:

RECITALS

1. Effective January 1, 2013, the City and MHN entered into Professional Services Agreement (Contract No. C-129666) (“Agreement”), wherein MHN became the provider of the Employee Assistance Program services to the City for the term commencing January 1, 2013 through December 31, 2017; and
2. The term of the Agreement expires on December 31, 2017, but the City has a continuing need for Employee Assistance Program services and the parties have agreed to enter into a First Amendment to Contract No. C-129666 for the continued provision of the Employee Assistance Program for the period of January 1 to December 31, 2018; and;
3. The City’s Joint Labor-Management Benefits Committee (JL-MBC), at its May 23, 2017 meeting, approved and recommended to the General Manager of the Personnel Department the extension of MHN as the service provider for Employee Assistance Program services for Plan Year January 1 to December 31, 2018; and
4. The City Council, at its meeting of ___, 2017, approved the extension of the time of performance of MHN’s Employee Assistance Program services for the period of January 1 to December 31, 2018 (Council File No. ___); and
5. The City and MHN agree to extend the time of performance for the provision of services for the period commencing January 1, 2018 through December 31, 2018, under the same terms and conditions as are contained in the Agreement, except as otherwise provided herein; and

6. Funds for the Employee Assistance Program services to be provided under this First Amendment to the Agreement will be from the City's General Fund. However, proprietary departments will reimburse the General Fund for their utilization.

NOW, THEREFORE, the City and MHN, in consideration of the promises and of the recitals, terms and conditions, covenants and representations below, agree as follows:

1. Paragraph II(A) of the Agreement, entitled "Time of Performance," is hereby amended to read as follows:

The term of the Agreement commenced on January 1, 2013 and will end on December 31, 2018, or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein ("Term").

2. Paragraph V(A) of the Agreement, entitled "Contract Requirements and Standard Provisions for City Contracts," is hereby amended to read to as follows:

Contractor agrees to comply with the (i) City of Los Angeles Standard Provisions for City Contracts (Rev. 6/12) for the period of January 1, 2013 through May 31, 2014, attached hereto as Attachment A(1) and incorporated herein by reference, (ii) City of Los Angeles Standard Provisions for City Contracts (Rev. 6/14) for the period of June 1, 2014 through December 31, 2016, attached hereto as Attachment A(2) and incorporated herein by reference, and (iii) City of Los Angeles Standard Provisions for City Contracts (Rev. 1/17) for the period of January 1, 2017 through December 31, 2017 and any extension of the Term, unless otherwise provided, attached hereto as Attachment A(3) and incorporated herein by reference.

3. Paragraph VI (J) of the Agreement is hereby amended to read as follows:

In the event of any inconsistency between the provisions of this First Amendment to the Agreement, and the attachments and exhibits attached thereto, said inconsistency shall be resolved by giving precedence to the documents in the following order, except as required by applicable ordinances and law:

1. The body of this First Amendment to the Professional Services Agreement;
 2. The body of the original Agreement;
 3. Standard Provisions for City Contracts (Rev. 1/17)
 4. The other attachments/exhibits to the Agreement.
4. Due to the need for Contractor's services to be provided on an ongoing basis and upon the extension of the Term provided hereby, Contractor may have provided services prior to the execution of this First Amendment to the Professional Services Agreement. To the extent that said services were performed in accordance with the terms and conditions of the Professional Services Agreement, those services are

hereby accepted by the City and shall be treated as services performed under the terms and conditions herein.

(Signature page to follow)

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
WENDY G. MACY
General Manager
Personnel Department

Date: _____

MANAGED HEALTH NETWORK

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
CURTIS S. KIDDER
Assistant City Attorney

Date: _____

ATTESTED:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

*** Approved Signature Methods:**

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: _____

Internal Revenue Service Taxpayer Identification Numbers: _____

Agreement Number: **_C-129666_**

PROFESSIONAL SERVICES AGREEMENT

**Contractor: Managed Health Network
(A Centene Company)**

Regarding: Employee Assistance Program Services

Said Agreement is Number C 129666

Professional Services Agreement

EMPLOYEE ASSISTANCE PROGRAM SERVICES

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page</u>
Article I	INTRODUCTION	4
Article II	TERM AND SERVICES TO BE PROVIDED.....	5
Article III	ELIGIBILITY FOR CITY EMPLOYEES AND DEPENDENTS.....	8
Article IV	COMPENSATION.....	9
Article V	CONTRACT REQUIREMENTS & STANDARD PROVISIONS.....	11
Article VI	MISCELLANEOUS.....	11
Signature Page.....		16

Attachments

- Attachment A – Standard Provisions for City Contracts (revised 6/12, 6/14 & 1/17)
- Attachment B - Employee Assistance Program Combined Evidence of Coverage and
Disclosure Form
- Attachment C – Client Training Programs
- Attachment D – Work & Life Services
- Attachment E – MHN Online Member Services
- Attachment F – MHN Preexisting Proprietary Materials
- Attachment G – Group Performance Guarantees
- Attachment H – City of Los Angeles, Personnel Department, Travel Expense and
Reimbursement Guidelines
- Attachment I – Confidentiality Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND MANAGED HEALTH NETWORK**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Personnel Department (hereinafter referred to as the "City"), and Managed Health Network, a Centene Company, incorporated in the State of California (hereinafter referred to as "MHN" or the "Contractor"), with reference to the following:

RECITALS

1. The City has established a Civilian Benefits Program ("Benefits Program") for its eligible civilian and sworn employees in accordance with Section 125 of the Internal Revenue Code ("Code") and all applicable Federal Regulations and State of California statutes, which includes an Employee Assistance Program ("EAP");
2. The City desires to engage the services of a qualified provider for EAP benefits for the Benefits Program;
3. The City publicly solicited proposals for the EAP services through the issuance of a Request for Proposal ("RFP") and Contractor submitted a proposal dated April 17, 2012 (the "Proposal") which offers to provide the services as specified in the RFP;
4. The City reviewed the Proposal, finds it to be satisfactory in response to the services needed by the City, and accepts Contractor's offer to provide the services indicated in the Proposal;
5. The EAP services to be performed are of an expert and technical nature and are temporary and occasional in character and it is not economical or feasible for the City to have the work performed by its own employees;
6. The City's Joint Labor-Management Benefits Committee (JLMBC) approved and recommended to the General Manager of the Personnel Department the retention of Contractor to provide the EAP services for the period of January 1, 2013 to December 31, 2017, and the General Manager of the Personnel Department concurs with this recommendation, subject to the successful negotiation of all necessary contractual terms and conditions; and

7. Funds for the EAP services to be provided under this Agreement will be from the City's General Fund.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

ARTICLE I - INTRODUCTION

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

- a. The representative of the City shall be, unless otherwise stated in the Agreement:

Steven Montagna, Chief
Personnel Department, Employee Benefits Division
200 North Spring Street, Room 867
Los Angeles, CA 90012
(213) 978-1621
Steven.Montagna@lacity.org

- b. The representative of the Contractor shall be:

Cristina M. Jarvis, Account Manager
Managed Health Network, a Centene Company
7755 Center Ave., Suite 700
Huntington Beach, CA 92647
(714) 934-5565
Cristina.M.Jarvis@mhn.com

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
3. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.

ARTICLE II -
TERM AND SERVICES TO BE PROVIDED

A. Time of Performance

The term of this Agreement commenced on January 1, 2013 and will end on December 31, 2017, or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein ("Term").

B. Purpose of the Agreement and Services to be Provided

The purpose of Contractor's work under this Agreement is to provide EAP services to eligible employees and dependents as further described herein.

C. Scope of Services

Contractor shall perform a full range of services for the administration and maintenance of and communications related to the EAP. Contractor shall, at a minimum, provide the services set forth herein and as outlined in (i) the Employee Assistance Program Combined Evidence of Coverage and Disclosure Form, (ii) Client Training Programs, (iii) Work & Life Services, (iv) MHN Online Member Services, and (v) MHN Preexisting Proprietary Materials (collectively "the EAP Documents"), attached hereto as Attachments D, E, F, G, and H, respectively, and incorporated herein by these references.

Any modification or amendment of the Scope of Service shall be agreed upon by the parties and documented as an amendment to this Agreement. The City and Contractor shall mutually agree upon implementation of the modification or amendment subject to a change in fees, procedures, and other adjustments as necessitated by the modification or amendment.

1. EAP and General Responsibilities

- a. Contractor will provide a citywide EAP to all Benefits Program participants and eligible dependents.
- b. Contractor must, throughout the Term, be an EAP provider, not a broker representative, and ranked by either Standard and Poor's or Moody's with a rating of "A" or greater to insure that the City is working with a provider that has the financial stability to maintain a multi-year contract with the City in support of the City's employee population.
- c. Contractor must be licensed to provide EAP services in the State of California.

- d. Contractor will provide access to EAP services for employees that work out-of-state (outside California) and dependents that reside out-of-state (outside California).
- e. Contractor agrees to work collaboratively with the Personnel Department staff, including Employee Benefits Division ("EBD") staff, other City Departments, the JLMBC members, the City's Third Party Administrator ("City's TPA"), and the City's benefits consultants.
- f. Contractor agrees to work collaboratively with other Benefits Program vendors on Benefits Program related projects such as open enrollment or wellness programs.
- g. Contractor will provide such other Employee Assistance services as requested by City management that include, but are not limited to, the Personnel Department, the JLMBC, and EBD staff, for which Contractor has the technical capability and capacity to render.
- h. Contractor shall meet the performance standards set forth in the MHN Performance Guarantees, which is attached hereto as Attachment I and incorporated herein by reference.

2. Service Topics

- a. Contractor will provide employees and eligible dependents up to five (5) one- hour assessments and referral sessions per problem type each year. At a minimum, counseling services are provided for the following:
 - i. Marriage, family and relationship problems
 - ii. Eldercare/childcare referral
 - iii. Alcohol and drug abuse, and co-dependency issues
 - iv. Emotional, psychological and psychiatric problems
 - v. Physical concerns
 - vi. Legal problems
 - vii. Financial and credit problems
 - viii. Work-related issues
 - ix. Social services

Contractor will operate a 24-hour, 7 days per week, toll-free number that allows employees and their eligible dependents to obtain assistance. TDD/TTY access must be available for the hearing impaired.

4. EAP Training & Critical Incident Stress Debriefing Hours

The purpose of the EAP training is to provide employees with knowledge and skills to address a variety of work and life topics and challenges. In addition, the EAP training is used to communicate and encourage the use of EAP services to employees. The EAP training will be provided to various groups of employees on a citywide or department-wide basis, as independent seminars, presentations made in conjunction with wellness programs, management/supervisory coaching sessions, or other similar training formats.

- a. Contractor will include a bank of at least 250 hours, annually, for onsite training, webinars and in-person Critical Incident Stress Debriefing.
- b. Contractor will provide onsite EAP training sessions at City work place locations.
- c. Contractor will provide and host EAP webinar training sessions.

5. EAP Training Coordinator

Onsite training from the 250 hour bank of training hours will be provided in two ways: either coordinated by the EBD and presented at City worksites for any available City employee or coordinated by a department for the needs of their specific employees.

Contractor must designate, at a minimum, an EAP Training Coordinator to assist City staff to schedule and coordinate training, and collect and summarize employee survey data.

6. Emergency Services / “Drop and Go”

Contractor must provide “drop and go” services following an incident at a work location. A “drop and go” service consists of immediate onsite assistance within 1 to 2 hours following a non-workplace violence incident. Through this service, the Contractor must provide immediate support in the event of a traumatic event such as the death of an employee or a natural disaster or other similar event.

7. Workplace Consultations

Contractor must provide telephonic workplace consultations on a variety of topics that include, but are not limited to, job performance problems, substance abuse identification and intervention, EAP referrals, and conflict resolution. These consultations are not deducted from the bank of hours as they are fee-for-service.

8. Orientation Sessions

Contractor must provide twenty (20) EAP orientation sessions annually for employees and a modified version of this orientation for managers/supervisors, on an as-requested basis. During the term of this agreement, these training sessions will be deducted from the 250 bank of allotted hours.

9. Electronic and Print Materials

Contractor must provide enough posters, brochures and other pieces of communication material that will allow the EBD staff to distribute material on a quarterly basis and to respond to requests on an as needed basis.

10. Website

Contractor must provide electronic means of accessing assistance through a website for self-help information and contact information for other services.

11. Other Programs and Workplace Violence Prevention Program

Contractor agrees to work collaboratively with the City's Medical Services Division Psychology Unit that provides consultation, crisis intervention, pre-placement psychological assessments, return-to-work evaluations, substance abuse evaluations, work fitness evaluations and workplace violence assessments. Contractor also agrees to work collaboratively with the City's Workplace Violence Prevention Program consultant and other City benefit service providers to ensure each respective party is able to provide optimal delivery of services to City department managers and supervisors and City employees and their dependents.

ARTICLE III - **ELIGIBILITY FOR CITY EMPLOYEES AND ELIGIBLE DEPENDENTS**

A. Eligibility for City Employees

Contractor shall provide EAP services to eligible City employees as determined by the City pursuant to the eligibility criteria contained in the City of Los Angeles

Benefits Program, which is attached hereto as Attachment I and incorporated herein by reference, and as it may be revised from time-to-time.

B. Eligible Dependents

Contractor shall provide EAP services to covered dependents of eligible City employees as determined by the City pursuant to the City of Los Angeles Benefits Program as it may be revised from time-to-time.

**ARTICLE IV -
COMPENSATION**

A. Payment Terms

1. The City shall pay Contractor on a monthly basis an amount calculated at \$1.19 per eligible employee for that month. The number of eligible employees each month shall be determined by the City's third-party administrator ("TPA"), who will provide such data to Contractor with the invoice identified in subsection (B) below.
2. Reimbursement of Travel Expenses shall meet the City's guidelines for travel and reimbursement as contained in the Travel Expense and Reimbursement Guidelines which are attached hereto by reference as Attachment J and incorporated herein by reference. Guidelines may change from time to time without prior notice. To obtain reimbursement, vendor shall submit an invoice with original backup documentation. All original invoices and backup documentation remains with the City as its permanent record and is not returned to the vendor. Travel Expenses (and professional fees billed by providers for travel time) incurred by Contractor on behalf of City are not included in the monthly fee and shall be billed by Contractor to City as incurred. City shall reimburse Contractor for approved expenses within forty-five (45) days of receipt of such billing. Such billings will only be incurred for trainings beyond the 250-hour maximum. For trainings within the 250-hour allotment, travel expenses will not be reimbursed for the provision of services to any City employee of a department located in Southern California.
3. The fee shall remain in effect for the Term of this Agreement. A five-year rate guarantee has been negotiated effective January 1, 2013 through December 31, 2017. If the Agreement is extended beyond the initial Term, then the fees may be adjusted only through an amendment to this Agreement.
4. Monthly payments will be made by the City approximately 15 days following the end of the month for which the payment is applicable. Payments will be sent to Contractor's home office. City shall not be responsible for the payment of late fees or interest for delayed payments.

5. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized by the City.
6. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City will have no obligation to make any payments to Contractor unless City will have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided herein. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) will be free and without charge to City and City will have no obligation to pay for said services, purchases or expenses. Contractor will have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.
7. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, the parties hereby agree that the fees described above have been mutually negotiated and accepted, and are not subject to adjustment based upon the terms of any third-party agreement either party may enter into.

B. Invoicing

1. Invoices are generated by the TPA. The TPA provides invoices indicating enrollment and including adjustments which may be made retroactively up to 60 days prior to the first of the month of coverage. The TPA will deliver or e-mail invoices to the City no later than the beginning of the final week of the month.
2. The City and Contractor agree to the use of a "wash rule" with respect to the calculation of monthly payments for eligible employees when a coverage beginning or ending date establishes less than a full month of coverage. If the effective date of coverage begins between the 1st - 15th of a given month, the monthly payment will be for the entire month. If the effective date of coverage begins between the 16th - 31st of the month, no monthly payment will be made for that month. If the effective date of coverage ends between the 1st - 15th of the month, payment will not be made for that month. If benefits are cancelled between the 16th - end of month, the monthly payment will be for the entire month.
3. Monthly payments and a record of the TPA invoice will be provided 45 calendar days past the first of the month of coverage. Payment will not be considered overdue until the 15th calendar day of the month following the month of coverage.

ARTICLE V -
CONTRACT REQUIREMENTS AND STANDARD PROVISIONS

A. Contract Requirements and Standard Provisions for City Contracts

Contractor agrees to comply with the (i) City of Los Angeles Standard Provisions for City Contracts (Rev. 6/12) for the period of January 1, 2013 through May 31, 2014, attached hereto as Attachment A and incorporated herein by reference, (ii) City of Los Angeles Standard Provisions for City Contracts (Rev. 6/14) for the period of June 1, 2014 through December 31, 2016, attached hereto as Attachment B and incorporated herein by reference, and (iii) City of Los Angeles Standard Provisions for City Contracts (Rev. 1/17) for the period of January 1, 2017 through December 31, 2017 and any extension of the Term, unless otherwise provided.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor warrants that the work performed hereunder will be completed in a manner consistent with professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

ARTICLE VI -
MISCELLANEOUS

A. Suspension

In addition to any other provisions of this Agreement, the City may suspend all or part of the services hereunder for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action. Within five (5) working days of receipt of the notice Contractor shall reply in writing setting forth the corrective actions that will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of City.

B. Termination of Agreement

The termination provision contained in the Standard Provisions for City Contracts (PSC-10) shall survive the termination of this Agreement. All unfinished documents and materials produced or procured by Contractor under this Agreement shall, upon termination, be provided to the City on an "AS IS" basis without any warranties of any nature whatsoever and Contractor shall have no liability from the use of any such unfinished documents and materials.

In addition to the requirements set forth in the Standard Provisions for City Contracts, Contractor's performance of services is subject to the following (which shall take precedence over the terms in the Standard Provisions for City Contracts in the event of any inconsistency).

1. Contractor acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "Materials"), created or developed by Contractor specifically and exclusively for the City pursuant to the terms of this Agreement, are "Work Made for Hire" and shall become the property of the City for its use in any manner it deems appropriate; provided that, to the extent permitted by law, the City agrees not to disclose to any third party, other than its attorneys, accountants, and financial contractors with a need to know, the Materials or any advice given to the City by Contractor. Contractor assigns any and all of its respective interests and rights in such Materials to the City. Notwithstanding such ownership of Materials, it is understood and agreed by Contractor that the City shall have an unencumbered right, and a nonexclusive, irrevocable, royalty-free license to use, access, manufacture, improve upon, and allow others to do so for all government purposes, the Materials created and developed under this Agreement.
2. All documents and records (hereinafter collectively referred to as "Documents") provided by the City to Contractor shall remain the property of the City and must be returned to the City upon termination of this Agreement or at request of the City; provided, however, Contractor may retain copies of Documents in accordance with its legal, disaster recovery, and records retention requirements, but subject to its confidentiality obligations pursuant to Section D below.
3. Notwithstanding the foregoing, Contractor shall retain all of its rights in its own intellectual capital (such as methodologies, know how, models, tools and graphic or digitized representation of any of these) now possessed or subsequently developed by Contractor (the "Intellectual Property"), and Contractor shall not be restricted in any way with respect thereto. To the extent any Materials incorporate any Intellectual Property, Contractor hereby grants the City a non-exclusive, non-transferable, perpetual right to use such employees, agents, and subcontractors during the performance of this Agreement.
4. The provisions of this Section shall survive expiration or termination of this Agreement.

D. Confidentiality

1. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement will remain the property of the City. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during performance of this Agreement, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by Contractor during the course of work under this Agreement to the City. Contractor will not make or retain copies of any such information, materials or documents. Contractor and its employees, agents, and subcontractors may have access to confidential medical records information, which access is controlled by various State and federal laws and regulations. Misuse or improper disclosure of such information is subject to the penalties and other sanctions set forth in those laws and regulations and constitutes a breach of this Agreement. Contractor will implement reasonable and prudent measures to keep secure private medical history information accessed by its Agreement. Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

Contractor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of this Agreement, and shall describe to the City's satisfaction the

methods, which will be utilized to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such service provider throughout the term of this Agreement at its sole and absolute discretion.

Any breach of security that occurs through Contractor's website, offices or network shall require Contractor to be responsible for immediately notifying City and all applicants affected by such breach. Contractor shall also be responsible for all costs associated with such notification.

2. The provisions of this Section shall survive expiration or termination of this Agreement.
3. Contractor agrees to comply with the terms and conditions contained in the Confidentiality Agreement which is attached hereto by reference as Attachment K and incorporated herein by reference.

E. Non-Exclusive Contract

This Agreement does not establish an exclusive contract between Contractor and City for the provision of the Scope of Services hereunder. City expressly reserves all rights to utilize others to provide some or all of the tasks included in the Scope of Services, to direct others to perform some or all of the tasks included in the Scope of Services without utilizing Contractor, and to seek bids or proposals from others to perform some or all of the tasks included in the Scope of Services.

F. Independent Audit/Contractor Evaluation

1. City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which Contractor and its subcontractors, if any, are conducting City business within generally accepted industry standard practices. Contractor shall cooperate fully with any such audit.
2. Following the end of the Term, City may conduct an evaluation of Contractor's performance hereunder. As required by the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of work performed, the timeliness of performance, financial issues and the expertise of personnel that Contractor assigned to perform the Scope of Work. A contractor that received a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. City will use the final evaluation and any response from Contractor to evaluate proposals and to conduct reference checks when awarding future service contracts.

G. California Public Records Act

City is a public entity subject to the disclosure requirements of the California Public Records Act ("CPRA") (Government Code Section 6254, et seq.). If Contractor believes that any documents submitted to City contain proprietary information and that such information falls within one or more of the exceptions to the CPRA, then Contractor must clearly mark such information as confidential and proprietary. In the event of a CPRA request for such information, City will make best efforts to provide notice to Contractor prior to the date of disclosure. Should Contractor contend that any documents are exempt from disclosure under the CPRA and desires to prevent disclosure, Contractor must obtain a protective order, injunctive relief or other appropriate remedy in Los Angeles County Superior Court before the date the City must respond to the request. If Contractor fails to take such action and obtain such remedy before the response date, then City may disclose the requested documents. Contractor agrees to defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorney's fees) that may result from denial by City of a CPRA request for documents arising from any representation or any action (or inaction) by Contractor.

H. Ambiguity

The parties acknowledge that each was represented by legal counsel or had the opportunity to consult with legal counsel in the drafting and negotiation of this Agreement. Any ambiguity in this Agreement shall not, therefore, be interpreted against any one party by virtue of that party being drafter of the Agreement.

I. Ratification

Due to the need for Contractor's services to be provided upon the commencement of the Term hereof, Contractor may have provided services during the Term but prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby accepted by the City and shall be treated as services performed under the terms and **conditions** of this **Agreement**.

J. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the exhibits and attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Rev. 1/17).

This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: [Signature]
WENDY G. MACY
General Manager
Personnel Department

Date: 7/4/17

MANAGED HEALTH NETWORK

By: [Signature]

Date: 6-12-17

By: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: [Signature]
CURTIS S. KIDDER
Assistant City Attorney

Date: 7-12-17

ATTESTED:

HOLLY L. WOLCOTT, City Clerk

By: [Signature] 

Date: 7-13-17

*** Approved Signature Methods:**

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: _____

Internal Revenue Service Taxpayer Identification Numbers: _____

Agreement Number: 1129666

ATTACHMENT A
STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1.	CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....	1
PSC – 2.	NUMBER OF ORIGINALS.....	1
PSC – 3.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC – 4.	TIME OF EFFECTIVENESS	1
PSC – 5.	INTEGRATED CONTRACT	1
PSC – 6.	AMENDMENT	2
PSC – 7.	EXCUSABLE DELAYS	2
PSC – 8.	BREACH.....	2
PSC – 9.	WAIVER.....	2
PSC – 10.	TERMINATION	2
PSC – 11.	INDEPENDENT CONTRACTOR.....	3
PSC – 12.	CONTRACTOR'S PERSONNEL	3
PSC – 13.	PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	4
PSC – 14.	PERMITS	4
PSC – 15.	CLAIMS FOR LABOR AND MATERIALS.....	4
PSC – 16.	LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE	4
PSC – 17.	RETENTION OF RECORDS, AUDIT AND REPORTS.....	4
PSC – 18.	FALSE CLAIMS ACT	5
PSC – 19.	BONDS	5
PSC – 20.	INDEMNIFICATION	5

PSC – 21.	INTELLECTUAL PROPERTY INDEMNIFICATION	5
PSC – 22.	INTELLECTUAL PROPERTY WARRANTY.....	6
PSC – 23.	OWNERSHIP AND LICENSE.....	6
PSC – 24.	INSURANCE	6
PSC – 25.	DISCOUNT TERMS.....	6
PSC – 26.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	6
PSC – 27.	NON-DISCRIMINATION	7
PSC – 28.	EQUAL EMPLOYMENT PRACTICES.....	7
PSC – 29.	AFFIRMATIVE ACTION PROGRAM.....	8
PSC – 30.	CHILD SUPPORT ASSIGNMENT ORDERS.....	11
PSC – 31.	LIVING WAGE ORDINANCE	12
PSC – 32.	SERVICE CONTRACTOR WORKER RETENTION ORDINANCE	13
PSC – 33.	AMERICANS WITH DISABILITIES ACT	13
PSC – 34.	CONTRACTOR RESPONSIBILITY ORDINANCE	14
PSC – 35.	MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM	14
PSC – 36.	EQUAL BENEFITS ORDINANCE	14
PSC – 37.	SLAVERY DISCLOSURE ORDINANCE	15
PSC – 38.	FIRST SOURCE HIRING ORDINANCE	15
PSC – 39.	COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

In any action arising out of this contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. TIME OF EFFECTIVENESS

Unless otherwise provided, this contract shall take effect when all of the following events have occurred:

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and
- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous

agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC – 9. WAIVER

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

PSC -- 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

PSC -- 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

PSC – 14. PERMITS

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC – 19. BONDS

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

PSC – 22. INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

PSC – 27. NON-DISCRIMINATION

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital state or medical condition. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

PSC – 28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.

The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.

- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

PSC – 29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the

California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contract.

PSC – 30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC – 31. LIVING WAGE ORDINANCE

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.

5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
 6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached hereto as Attachment 1, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated the LWO provision.
 - C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

PSC -- 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

PSC – 33. AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 36. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may

terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922."

PSC – 37. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 38. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; (2) interview qualified individuals referred by CDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 39. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION ON
COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc., or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY'S online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- **A copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than Acord 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 235 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternate Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** Insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractor with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain

other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1.	CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....	1
PSC – 2.	NUMBER OF ORIGINALS.....	1
PSC – 3.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC – 4.	TIME OF EFFECTIVENESS	1
PSC – 5.	INTEGRATED CONTRACT	1
PSC – 6.	AMENDMENT	2
PSC – 7.	EXCUSABLE DELAYS	2
PSC – 8.	BREACH.....	2
PSC – 9.	WAIVER.....	2
PSC – 10.	TERMINATION	2
PSC – 11.	INDEPENDENT CONTRACTOR.....	3
PSC – 12.	CONTRACTOR’S PERSONNEL	3
PSC – 13.	PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	4
PSC – 14.	PERMITS	4
PSC – 15.	CLAIMS FOR LABOR AND MATERIALS.....	4
PSC – 16.	LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE	4
PSC – 17.	RETENTION OF RECORDS, AUDIT AND REPORTS.....	4
PSC – 18.	FALSE CLAIMS ACT	5
PSC – 19.	BONDS	5
PSC – 20.	INDEMNIFICATION	5
PSC – 21.	INTELLECTUAL PROPERTY INDEMNIFICATION	5

PSC – 22.	INTELLECTUAL PROPERTY WARRANTY.....	6
PSC – 23.	OWNERSHIP AND LICENSE.....	6
PSC – 24.	INSURANCE.....	6
PSC – 25.	DISCOUNT TERMS.....	6
PSC – 26.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	6
PSC – 27.	NON-DISCRIMINATION	7
PSC – 28.	EQUAL EMPLOYMENT PRACTICES.....	7
PSC – 29.	AFFIRMATIVE ACTION PROGRAM.....	8
PSC – 30.	CHILD SUPPORT ASSIGNMENT ORDERS.....	11
PSC – 31.	LIVING WAGE ORDINANCE	12
PSC – 32.	SERVICE CONTRACTOR WORKER RETENTION ORDINANCE	13
PSC – 33.	AMERICANS WITH DISABILITIES ACT.....	13
PSC – 34.	CONTRACTOR RESPONSIBILITY ORDINANCE	14
PSC – 35.	MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM	14
PSC – 36.	EQUAL BENEFITS ORDINANCE	14
PSC – 37.	SLAVERY DISCLOSURE ORDINANCE	15
PSC – 38.	FIRST SOURCE HIRING ORDINANCE	15
PSC – 39.	LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS	16
PSC - 40.	IRAN CONTRACTING ACT OF 2010.....	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

In any action arising out of this contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. TIME OF EFFECTIVENESS

Unless otherwise provided, this contract shall take effect when all of the following events have occurred:

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and
- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous

agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC – 9. WAIVER

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

PSC – 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

PSC – 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel

who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

PSC – 14. PERMITS

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC – 19. BONDS

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

PSC – 22. INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

PSC – 27. NON-DISCRIMINATION

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital state or medical condition. Any subcontract entered into by Contractor to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

PSC – 28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.

- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

PSC – 29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the

California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contract.

PSC – 30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC – 31. LIVING WAGE ORDINANCE

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.

5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
 6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached hereto as Attachment 1, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated the LWO provision.
 - C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

PSC – 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

PSC – 33. AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 36. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may

terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922.”

PSC – 37. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 38. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority’s Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor’s subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City’s authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 39. LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

PSC – 40. IRAN CONTRACTING ACT OF 2010

For Contracts for the provision of goods and/or services estimated at \$1,000,000 or more, Contractor shall comply with the requirements of the Iran Contracting Act of 2010 (Public Contract Code Sections 2200-2208). Contractor shall, upon entrance of the contract and any renewal thereof, complete, sign and submit to the City the Iran Contracting Act of 2010 Compliance Affidavit. Provision of a false certification can result in certain penalties, including termination of the contract.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON
COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc., or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY'S online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- **A copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than Acord 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 235 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternate Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** Insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractor with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. **A Crime Policy** may be required to handle CITY funds or securities, and under certain

other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1.	CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....	1
PSC – 2.	NUMBER OF ORIGINALS.....	1
PSC – 3.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC – 4.	TIME OF EFFECTIVENESS	1
PSC – 5.	INTEGRATED CONTRACT.....	2
PSC – 6.	AMENDMENT	2
PSC – 7.	EXCUSABLE DELAYS	2
PSC – 8.	BREACH.....	2
PSC – 9.	WAIVER.....	2
PSC – 10.	TERMINATION	3
PSC – 11.	INDEPENDENT CONTRACTOR.....	4
PSC – 12.	CONTRACTOR'S PERSONNEL	4
PSC – 13.	PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	4
PSC – 14.	PERMITS	4
PSC – 15.	CLAIMS FOR LABOR AND MATERIALS.....	4
PSC – 16.	LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE	5
PSC – 17.	RETENTION OF RECORDS, AUDIT AND REPORTS.....	5
PSC – 18.	FALSE CLAIMS ACT	5
PSC – 19.	BONDS	5
PSC – 20.	INDEMNIFICATION	5
PSC – 21.	INTELLECTUAL PROPERTY INDEMNIFICATION	6

PSC – 22.	INTELLECTUAL PROPERTY WARRANTY.....	6
PSC – 23.	OWNERSHIP AND LICENSE.....	6
PSC – 24.	INSURANCE.....	7
PSC – 25.	DISCOUNT TERMS.....	9
PSC – 26.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	9
PSC – 27.	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	9
PSC – 28.	EQUAL EMPLOYMENT PRACTICES.....	10
PSC – 29.	LIVING WAGE ORDINANCE and SERVICE CONTRACTOR WORKER RETENTION ORDINANCE.....	12
PSC – 30	EQUAL BENEFITS ORDINANCE	14
PSC – 31.	AMERICANS WITH DISABILITIES ACT.....	14
PSC – 32.	CONTRACTOR RESPONSIBILITY ORDINANCE	15
PSC – 33.	MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM	16
PSC – 34.	SLAVERY DISCLOSURE ORDINANCE	16
PSC – 35.	CHILD SUPPORT ASSIGNMENT ORDERS.....	16
PSC – 36.	FIRST SOURCE HIRING ORDINANCE	17
PSC – 37.	LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS	17
PSC – 38.	IRAN CONTRACTING ACT OF 2010.....	18
PSC – 39.	FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE.....	18

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

In any action arising out of this contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. TIME OF EFFECTIVENESS

Unless otherwise provided, this contract shall take effect when all of the following events have occurred:

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and

- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC – 9. WAIVER

A waiver of a default of any part, term or provision of this contract must be in writing and shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable

under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

PSC – 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

PSC – 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

PSC – 14. PERMITS

Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance hereunder and shall pay any fees required therefore. Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or

intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC – 16. LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC – 19. BONDS

All bonds which may be required for performance of services shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either

party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of PSC-21 shall survive expiration or termination of this contract.

PSC – 22. INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its

subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles – Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, ***Required Insurance and Minimum Limits*** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **Track4LA™** is the City's online insurance compliance

system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor/Consultant ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor/Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer/Risk Management prior to the inception of any operations or tenancy by Contractor/Consultant. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's/Consultant's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
2. Within the foregoing constraints, Contractor's/Consultant's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor/Consultant.

D. Workers' Compensation

1. By signing this Agreement, Contractor/Consultant hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that

Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

PSC – 27. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Employment Practices Provisions of the Los Angeles Administrative Code Section 10.8.3., in which event, said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

PSC – 28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that, in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to

the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

PSC – 29. LIVING WAGE ORDINANCE and SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
 - 1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
 - 2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO

contained in §10.37.6(c) concerning compliance with such federal law.

3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
 5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

PSC – 30 EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at 213-847-1922."

PSC – 31. AMERICANS WITH DISABILITIES ACT

In implementing this Agreement, Contractor represents and certifies that it will:

- A. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
- B. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.

- C. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

PSC – 32. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

PSC – 33. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 34. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 35. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC – 36. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 37. LIMITATIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the

following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

PSC – 38. IRAN CONTRACTING ACT OF 2010

For Contracts for the provision of goods and/or services estimated at \$1,000,000 or more, Contractor shall comply with the requirements of the Iran Contracting Act of 2010 (Public Contract Code Sections 2200-2208). Contractor shall, upon entrance of the contract and any renewal thereof, complete, sign and submit to the City the Iran Contracting Act of 2010 Compliance Affidavit. Provision of a false certification can result in certain penalties, including termination of the contract.

PSC – 39. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

Unless otherwise exempt under Federal or State law, City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at Department of Public Works, Bureau of Contract Administration at <http://bca.lacity.org/>.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION ON
COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc., or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY'S online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than Acord 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 235 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternate Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** Insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractor with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain

other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

City of Los Angeles

Group #1582

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 888-426-0023.

IMPORTANTE: ¿Puede leer esta carta? Si no puede hacerlo, podemos ofrecerle a alguien que lo ayude. Además, podrá obtener esta carta escrita en su idioma. Para obtener ayuda gratuita, llame ya mismo al 888-426-0023.

重要:您能夠閱讀此封信件嗎？如果不能,我們有專人可以協助您閱讀信件。您也可以取得以您的語言所書寫的信件。若要取得免費協助,請立即撥打 888-426-0023.。

Employee Assistance Program Combined Evidence of Coverage and Disclosure Form

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of your EAP. Please consult MHN's EAP contract to determine the exact terms and conditions of coverage.

Administered by



Employee Assistance Program

Combined Evidence of Coverage and Disclosure Form

Contents

Principal Benefits and Coverages

What problems can an EAP handle?

Choice of Physicians and Practitioners

Practitioner Compensation

Facilities

Continuity of Care

New Members

Members Whose Practitioner's Contract Has Been Terminated or Not Renewed

Are EAP services confidential?

Prepayment Fees

Other Charges

Who is eligible for services?

When does coverage begin?

How to Obtain EAP Services

Emergency Services and Care

Non- Emergency Care

Second Medical Opinion

Complaints and Grievances

Grievance Process

The Department of Managed Health Care

Public Policy

Principal Exclusions

Termination of Benefits

Renewal Provisions

Organ Donation

Antifraud Plan

Definitions

Notice of Privacy Practices

How We May Use and Disclose Your Protected Health Information

Other Permitted or Required Disclosures

Other Uses or Disclosures with an Authorization

Your Rights Regarding Your Protected Health Information

Right to Access Your Protected Health Information

Right to Amend Your Protected Health Information

Right to an Accounting of Disclosures by the Plan

Right to Request Restrictions on Use and Disclosure of Your Protected Health Information

Right to Receive Confidential Communications

Right to a Paper Copy of This Notice

Contact Information for Exercising Your Rights

Health Information Security

Changes To This Notice

Grievances

Contact the Plan

Please read this Combined Evidence of Coverage & Disclosure Form ("Evidence of Coverage") completely and carefully to understand your Managed Health Network ("MHN") Employee Assistance Program ("EAP") benefits. This Evidence of Coverage discloses the terms and conditions of coverage and can help you understand your rights and responsibilities as an EAP member ("Member"). If you have behavioral healthcare needs, you should carefully read those sections that apply to you. Certain terms are capitalized throughout this Evidence of Coverage - to help you understand these terms, the meaning and limitations of these terms are explained in the "Definitions" section of this booklet.

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the health plan. The health plan contract (the "Agreement") between your employer ("Employer") and MHN must be consulted to determine the exact terms and conditions of coverage. You have the right to view the Evidence of Coverage prior to enrollment. Please review the Agreement to determine the governing contractual provisions. A copy of the Agreement will be furnished upon request. To receive a copy of the Agreement or if you have questions or concerns after reading this Evidence of Coverage and need additional information about your EAP benefits (the "Plan"), please contact MHN at the number printed in this brochure.

This Evidence of Coverage, the Agreement and benefits of this Plan are subject to change without your consent, according to the provisions of the Agreement. If this Evidence of Coverage has been issued to an existing MHN Group, it replaces the former Evidence of Coverage, effective upon the date in the Agreement. Please refer to the most recent Evidence of Coverage, as benefits may have changed from those stated in the prior Evidence of Coverage.

By enrolling in, or accepting services under, this Plan, Members agree to abide by all terms, conditions and provisions stated in the Agreement and this Evidence of Coverage. Members must notify MHN of any change in residence and any circumstances that may affect entitlement to coverage or eligibility under this Plan. Members cannot transfer the coverage and benefits of this Plan to another person without the prior written consent of MHN. Such a request may be denied for any reason. MHN reserves the right to make payment of benefits, at its sole discretion, directly to the Participating Practitioner.

As a condition of enrollment and to receive benefits under this Plan – MHN, its agents, independent contractors and Participating Practitioners shall be entitled to release to, or obtain from, any person, organization or government agency, any information and records, including patient records of Members, which MHN requires or is obligated to provide pursuant to legal process, or federal, state or local law. Each Member expressly consents to, authorizes and directs Participating Practitioners, or others who are giving treatment or advice, to make available to MHN such medical and mental health reports, records and other information, or copies thereof, as MHN may request for the purposes of administering this Plan.

Principal Benefits and Coverages

By accessing MHN's Employee Assistance Program ("EAP") you can be assessed and referred to Participating Practitioners who can help you and your eligible family members resolve personal problems that can affect your health, family life, abilities, and desire to excel at work. You and your family members are entitled to up to five (5) Sessions per individual per incident per calendar year.

What problems can an EAP handle?

The Employee Assistance Program can help you resolve a broad range of personal problems through assessment of issues and referral to Participating Practitioners including:

Marriage/Family Issues
Emotional Problems

Stress Management
Alcohol/Drug Dependency

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

Choice of Physicians and Practitioners

MHN's EAP services are provided by psychiatrists, psychologists, clinical social workers, marriage family therapists, masters level counselors and other professionals who have a contract with MHN to provide EAP services ("Participating Practitioners"). Referral and prior authorization are always required for EAP services. MHN only provides an EAP referral to one of its Participating Practitioners.

If you have questions regarding any of MHN's Participating Practitioners, or you would like a list of Participating Practitioners located within your geographic area, you can call MHN at 1-800-213-5813. You may also view and print a list of MHN's Participating Practitioners via MHN's website at www.MHN.com. MHN's roster of Participating Practitioners is subject to change. Although MHN updates its website on a weekly basis so that the information includes only practitioners currently available to service members, MHN cannot guarantee the initial or continued availability of any particular Participating Practitioners.

Practitioner Compensation

Generally, MHN compensates its Participating Practitioners on a fee-for-service basis. MHN does not compensate Participating Practitioners with bonuses or financial incentives related to the amount of services you may receive under this Plan.

Facilities

Treatment at hospitals or other facilities is not a covered benefit under the EAP.

Continuity of Care

New Members: If your Employer or Group has changed health plans and you were receiving services from a non- Participating Practitioner for a current episode involving an acute, serious or chronic mental health condition, MHN may, if certain other criteria are met, authorize continuing services from your non- Participating Practitioner.

In the event MHN authorizes continuity of care services, MHN will allow the Member a reasonable transition period (subject to the benefit limit) to continue his or her course of treatment with the non- Participating Practitioner prior to transferring to another Participating Practitioner and will arrange for the provision of mental health care services on a timely, appropriate, and medically necessary basis from the non- Participating Practitioner. The length of the transition period will take into account the severity of the Member's condition and the amount of time reasonably necessary to effect a safe transfer on a case-by-case basis. Reasonable consideration will be given to the potential clinical effect that a change of practitioner would have on the Member's treatment for the condition. This decision is determined by MHN, in consultation with the Member and the non- Participating Practitioner.

MHN may require a non- Participating Practitioner whose services are continued for a newly covered member to agree in writing to be subject to the same terms and conditions that are imposed upon Participating Practitioners providing similar services who are not capitated and who are practicing in the same or a similar geographic area as the non- Participating Practitioner, including, but not limited to, rates, credentialing, hospital privileging, utilization review, peer review and quality assurance requirements.

Among other limitations, new member continuity of care services do not apply if you were offered and refused an out of network option by your Employer, or if you had the option to continue with your previous health plan or non- Participating Practitioner and instead voluntarily chose to change health plans, or if the non- Participating Practitioner does not agree to abide by the terms and conditions contained in MHN's standard participating provider contract.

Members Whose Practitioner's Contract Has Been Terminated or Not Renewed: If you are receiving care for an acute or serious chronic condition and your Participating Practitioner's contract is terminated or not renewed, you may call MHN at 1-800-213-5813 and request continuing care by your Participating Practitioner, provided you are still eligible. In cases involving an acute condition or a serious chronic condition, MHN will arrange for the provision of mental health care services on a timely and appropriate basis from the terminated practitioner for up to 90 days or a longer period if necessary for a safe transfer to another practitioner (subject to the benefit limit) as determined by MHN in consultation with the terminated practitioner, consistent with good professional practice.

MHN may require the terminated practitioner whose services are continued beyond the contract termination date to agree in writing to be subject to the same contractual terms and conditions that were in effect prior to termination. This includes, but is not limited to rates, credentialing, hospital privileging, utilization review, peer review, and quality assurance requirements. The payment of co-payments, deductibles, or other cost sharing components by the Member during the period of continuation of care with a terminated practitioner will be the same co-payments, deductibles, or other cost sharing components that would be paid by the Member when receiving care from a practitioner currently contracting with MHN.

If the terminated practitioner does not agree to comply or does not comply with MHN's contractual terms and conditions, MHN will not be obligated to continue the practitioner's services beyond the contract termination date. Further, if the terminated practitioner voluntarily terminates his or her contract, MHN is not obligated to continue the practitioner's services beyond the contract termination date. Your practitioner must agree to accept MHN reimbursement as payment in full for EAP services.

MHN will not provide continuing care by a practitioner whose contract with MHN has been terminated or not renewed for reasons relating to medical disciplinary cause or reason, as defined in paragraph (6) of subdivision (a) of Section 805 of the Business and Professions Code, fraud or other criminal activity.

MHN also will not cover services or provide benefits that are not otherwise covered under the terms and conditions of your EAP benefit.

For the purposes of this provision, "Acute condition" means a mental health condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. "Serious chronic condition" means a mental health condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature, and that does either of the following:

(A) Persists without full cure or worsens over an extended period of time.

(B) Requires ongoing treatment to maintain remission or prevent deterioration.

If you feel that you are in need of continuity of care services or if you would like a copy of MHN's continuity of care policies, please contact MHN at 1- 800-213-5813.

Are EAP services confidential?

MHN abides by state and federal mandates governing confidentiality. Any information you reveal will be protected according to the limits of the law. A statement describing MHN's policies and procedures for preserving the confidentiality of medical records is available and will be furnished upon request. You may also view the policies at the back of this booklet and on MHN's web site at www.MHN.com.

Prepayment Fees

Your employer pays the premium for EAP services.

Other Charges

There are no co-payments, co-insurance, or deductible payments, and you will not be liable to an MHN Participating Practitioner for any fees covered by your EAP services in the event MHN fails to pay the practitioner or under any other circumstances. If, however, you desire additional services not

covered by the EAP or choose a practitioner who is not part of MHN's network, you will be responsible for their payment.

Who is eligible for services?

All active FLEX BENEFIT eligible City civilian employees (excluding employees of the Department of Water & Power and the Harbor Department). Additionally any person who is permanently residing in the employee's household and individuals who qualify as dependents for federal income tax purposes is eligible. A dependent of an employee or employee's spouse becomes eligible to receive covered services on the date on which the dependent becomes a dependent of an employee or employee's spouse. For adopted and foster children of employee or employee's spouse, coverage will begin at the moment the child is placed in the custody of the adoptive or foster parents.

MHN shall not refuse to enter into any contract or cancel or decline to renew or reinstate any contract because of the race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from that contract as a subscriber, enrollee, member, or otherwise.

Additionally, MHN will not refuse to enroll any person or accept any person as a member or renew any person as a member after appropriate application on the basis of a person's genetic characteristics that may, under some circumstances, be associated with disability in that person or that person's offspring. MHN will not seek information regarding a person's genetic characteristics for any nontherapeutic purpose.

MHN will not require a higher rate or charge, or offer or provide different terms, conditions, or benefits, on the basis of a person's genetic characteristics that may, under some circumstances, be associated with disability in that person or that person's offspring.

When does coverage begin?

You are eligible to receive MHN EAP services for as long as you are an employee of City of Los Angeles.

How to Obtain EAP Services

Emergency Services and Care

Except in the case of Emergency Services and Care, you are required to call MHN directly at the number below to arrange for EAP services. If you are experiencing severe symptoms and are impaired in your functioning to the extent that you present an immediate danger to yourself or others or you are in crisis and need immediate assistance, call the 911 emergency response system or go to the nearest emergency room. If you are in crisis and need immediate assistance, MHN's licensed counselors also are available 24 hours a day, 365 days a year for immediate telephone intervention and consultation.

Non-Emergency Care

Call MHN toll-free at 1-800-213-5813, 24 hours a day, 7 days a week, for a referral to a Participating Practitioner and to request authorization of treatment. TDD callers can dial 1-800-327-0801.

MHN will evaluate your problem and refer you to a Participating Practitioner. MHN will attempt to make routine appointments available within 10 business days. Provided you are eligible and have not previously exhausted your benefit, MHN will authorize up to the maximum number of Sessions covered under your EAP.

MHN Online EAP: MHN's online services can help you better manage a wide range of emotional health, working and living challenges, all in one convenient web site. You can access MHN's EAP services at www.mhn.com, or via a link on your employer's Intranet (if available).

1. Register using your Company Access Code: **cityoflosangeles**
(NOTE: You will only use this access code at initial registration).
2. Select your user name and password, then enter your e-mail address and a password question.
3. To access EAP referrals you will be prompted to supply additional information.

Second Medical Opinion

MHN may, as a condition of coverage, require that a Member obtain a second opinion from an Appropriately Qualified Health Professional to verify the medical necessity or appropriateness of a covered service. In addition, you, as a Member, have the right to request a second opinion when:

- You are concerned about your Participating Practitioner's diagnosis or treatment plan.
- You are not satisfied with the result of the treatment rendered.
- You question the reasonableness or necessity of recommended surgical procedures.
- You question a diagnosis or plan of care for a condition that threatens loss of life, limb, bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
- The clinical indications are complex or confusing, a diagnosis is in doubt due to conflicting test results, or the Participating Practitioner is unable to diagnose the condition.
- The treatment plan in progress is not improving your medical condition within an appropriate period of time for the diagnosis and plan of care.
- If you have attempted to follow the plan of care or consulted with the initial Participating Practitioner due to serious concerns about the diagnosis or plan of care.

To request an authorization for a second opinion, contact your Participating Practitioner or MHN. MHN will review the request, and if a second opinion is considered appropriate, MHN will authorize a referral to an Appropriately Qualified Health Professional. The Practitioner rendering the second opinion will provide a written consultation report to MHN, the Member and the original Participating Practitioner.

If the Member faces an imminent and serious threat to health, including, but not limited to, the potential loss of life, limb or other major bodily function, or lack of timeliness would be detrimental to the ability to regain maximum function, the second opinion will be rendered in a timely fashion appropriate to the nature of the condition not to exceed 72 hours of MHN's receipt of the request, whenever possible. For a complete copy of this policy, contact MHN at 1- 800-213-5813.

Complaints and Grievances

As a condition of enrollment and a contractual term of the Agreement and this Evidence of Coverage, Members are required to submit all grievances through MHN's grievance procedures. MHN's grievance procedures, as specified below, must be completed before the Member may file for any legal action or arbitration to receive a final and binding resolution of the grievance.

Please note: After participating in MHN's grievance and/or appeals process for a period of thirty (30) days (or three days for emergency grievances), the Member has the right to file a request for assistance with the Department of Managed Health Care (the "Department"). When MHN has notice of a case involving imminent and serious threat to the health of the patient, including, but not limited to, severe pain, potential loss of life, limb or major bodily function, MHN provides the following: (a) immediate notification to the Member of their right to notify the Department of the grievance, and (b) no later than three days from receipt of the notice of such grievance request, a written statement to the Member and the Department on the disposition or pending status of the grievance. See Section entitled "The Department of Managed Health Care."

Grievance Process

1. Grievances may be filed with any MHN staff member in writing, on-line at www.mhn.com, or by calling MHN. You may call MHN at 1-800-213-5813, or write to:

MHN
Quality Management Department
PO Box 10697
San Rafael, CA 94912

2. Grievances involving quality of care are investigated and resolved by MHN Quality Management staff.
3. All written grievances are acknowledged by the Quality Management department in writing within five (5) working days of MHN's receipt of the grievance.
4. All grievances are resolved within thirty (30) days of MHN's receipt of the grievance, unless the Member is notified within thirty (30) days that additional time is required and the reason for the delay is documented.
5. Members are notified in writing of the resolution of the grievance.
6. For grievances where resolution information can be given, if the Member is dissatisfied with the outcome of the grievance, he/she can appeal by writing to:

MHN
Quality Management Department
PO Box 10697
San Rafael, CA 94912

The Department of Managed Health Care

MHN is a licensed California specialized health care service plan. The Department of Managed Health Care (the “Department”) is responsible for regulating health care service plans in California. If you have a grievance against MHN, you should first telephone MHN at the same number you would use to access your EAP services, and use MHN’s grievance process, as described above, before contacting the Department. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by MHN, or a grievance that has remained unresolved for more than 30 days, you may call the Department. You may also be eligible for an Independent Medical Review (“IMR”). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. MHN’s grievance process and the Department’s complaint review process are in addition to any other dispute resolution procedures that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law. The Department has a toll-free telephone number (1-888-HMO-2219) to receive complaints and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department’s Internet website (<http://www.hmohelp.ca.gov>) has grievance forms, IMR application forms and instructions online.

Public Policy

MHN permits Members to participate in establishing its public policy through its Public Policy Committee – the findings and recommendations of which are regularly reported to MHN’s governing Board of Directors. For the purposes of description, “public policy” means acts performed by MHN and its employees to assure the comfort, dignity and convenience of Members who rely on Participating Practitioners to provide EAP services. If you would like to participate on MHN’s Public Policy Committee please contact 1- 800-213-5813.

Principal Exclusions

You and your eligible family members may be entitled to receive a specified number of counseling sessions each year. See section entitled “Principal Benefits and Coverages” for number of sessions covered. However, there are some exclusions. MHN’s EAP services do not provide:

- Inpatient treatment of any kind
- Prescription drugs
- Counseling required by law or a court
- Formal psychological evaluations and fitness-for-duty opinions

Termination of Benefits

Your eligibility ends upon your termination of employment, or when your Employer’s contract with MHN is no longer in force as a result of nonpayment of premium or otherwise. If premiums are not paid according to the Agreement, termination is effective fifteen days after notice of termination is mailed to your Employer, as of midnight of the last day of the month for which premiums were last received and accepted by MHN. The Employer may automatically reinstate the Agreement by remitting, within fifteen (15) days of the date of written notice of termination, all outstanding

invoiced premiums to MHN. Your eligible family members are covered during the same time you are. Upon termination of your employment, please contact your Employer to determine whether you and/or your eligible family members are eligible to continue coverage under COBRA.

In addition to the above, the Agreement may also be terminated by MHN or the Employer upon material breach if such breach continues for a period of fifteen (15) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured. If, however, the nature of breach is such that it cannot be cured within the fifteen (15) day period, then if the breaching party commences such cure in good faith within ten (10) days after delivery of the notice of termination and gives written notice to the non-breaching party of the action being taken to effect such cure, then this Agreement shall not be canceled. In no event shall such breach continue more than thirty (30) days after receipt of the notice of termination. MHN or the Employer also may terminate the Agreement if the other party is adjudged bankrupt, becomes insolvent, has a receiver of its assets or property appointed, makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any procedure for reorganization or rearrangement of its affairs.

Your coverage cannot be cancelled, nor can you be denied renewed coverage because of your health status or requirements for service. If you think this has happened, you may request a review by the California Department of Managed Health Care (the "Department"). The Department's toll-free number is 888-HMO-2219 (888-466-2219). Your coverage can be terminated by MHN for fraud or deception in the use of counseling services.

Renewal Provisions

This Plan automatically renews on the anniversary date of the Agreement, unless notice of termination is served within the time specified or as otherwise provided in the Agreement. However, MHN may change its fees, benefits, or the terms of the Agreement on the anniversary date of this Plan, unless otherwise mandated by law.

Organ Donation

Organ donation can extend and enhance lives and is an option you may want to consider. For more information on the subject, please contact the U.S. Department of Health and Human Services at 1-888-231-9473.

Antifraud Plan

MHN maintains a toll-free Fraud & Abuse Hotline at (800) 327-0566 where members, practitioners and employees can refer suspected fraudulent activity in the submission of claims.

Definitions

Agreement: Includes the agreement between MHN and the Employer or Group, this Evidence of Coverage and any addenda and/or amendments thereto.

Appropriately Qualified Health Care Professional: Is a primary care physician or specialist who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second opinion.

Combined Evidence of Coverage & Disclosure Form: A document issued by MHN to a member that describes the specific services covered under the applicable plan.

Emergency medical condition: Means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that, the absence of immediate medical attention could reasonably be expected to result in any of the following:

- (1) placing the patient's health in serious jeopardy;
- (2) serious impairment to bodily functions; or
- (3) serious dysfunction of any bodily organ or part.

Emergency Services and Care. Means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an emergency medical condition exists and, if it does, the care and treatment necessary to relieve or eliminate the emergency medical condition.

Employer or Group: An employer, trust fund, licensed health plan or insurer, or other group or business entity that has contracted with MHN for the provision of EAP Services to Members.

Grievance: Any expression of dissatisfaction from a Member, whether received in writing or on the telephone.

Member: Any individual who meets all applicable eligibility requirements specified within the Agreement and this Plan, is enrolled under this Plan and for whom all required prepayment fees have been received and accepted by MHN.

Participating Practitioner: A professional practitioner who furnishes behavioral healthcare services to Members and has agreed, by signing a participating provider agreement with MHN, to accept the provisions of the applicable agreement, including the contractually agreed upon compensation, as the total charge, whether paid fully by MHN or requiring cost sharing by the Member.

Session: Any in-person or telephone consultation with a Participating Practitioner for services covered under this Plan.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice tells you about the ways in which MHN (referred to as “we” or “the Plan”) may collect, use and disclose your protected health information and your rights concerning your protected health information. “Protected health information” is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by federal and state laws to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information, and notify you in the event of a breach of your unsecured protected health information. We must follow the terms of this Notice while it is in effect. We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for your protected health information we already have as well as any of your protected health information we receive in the future. We will promptly revise and distribute this Notice whenever there is a material change to the uses or disclosures, your rights, our legal duties, or other privacy practices stated in the Notice. This will include, but may not be limited to updating the Notice on our web site. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose your protected health information for different purposes. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, health care operations and treatment.

- **Payment.** We use and disclose your protected health information in order to pay for your covered health expenses. For example, we may use your protected health information to process claims, to be reimbursed by another insurer that may be responsible for payment or for premium billing.
- **Health Care Operations.** We use and disclose your protected health information in order to perform our plan activities, such as quality assessment activities or administrative activities, including data management or customer service.
- **Treatment.** We may use and disclose your protected health information to assist your health care providers (doctors, pharmacies, hospitals, and others) in your diagnosis and treatment. For example, we may disclose your protected health information to providers to provide information about alternative treatments.
- **Plan Sponsor.** We may disclose your protected health information to a sponsor of the group health plan, such as an employer or other entity that is providing a health care program to you.

We can disclose your protected health information to that entity if it has contracted with us to administer your health care program on its behalf.

- **Person(s) Involved in Your Care or Payment for Your Care.** We may also disclose protected health information to a person, such as a family member, relative, or close personal friend, who is involved with your care or payment. We may disclose the relevant protected health information to these persons if you do not object or we can reasonably infer from the circumstances that you do not object to the disclosure; however, when you are not present or are incapacitated, we can make the disclosure if, in the exercise of professional judgment, we believe the disclosure is in your best interest.

OTHER PERMITTED OR REQUIRED DISCLOSURES

- **As Required by Law.** We must disclose protected health information about you when required to do so by law.
- **Public Health Activities.** We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury, or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose protected health information to government agencies about abuse, neglect, or domestic violence.
- **Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g., California Department of Health Services) for activities authorized by law.
- **Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about you in certain cases in response to a subpoena, discovery request, or other lawful process.
- **Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **Coroners, Funeral Directors, Organ Donation.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties. We may also disclose protected health information in connection with organ or tissue donation.
- **Research.** Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose protected health information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.

- **Workers' Compensation.** We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.
- **Fundraising Activities.** We may use or disclose your protected health information for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance its activities. If we do contact you for fundraising activities, we will give you the opportunity to opt-out, or stop, receiving such communications in the future.

OTHER USES OR DISCLOSURES WITH AN AUTHORIZATION

We are required to obtain your written authorization to use or disclose your protected health information, with limited exceptions, for the following reasons:

- **Marketing.** We will request your written authorization to use or disclose your protected health information for marketing purposes with limited exceptions, such as when we have face-to-face marketing communications with you or when we provide promotional gifts of nominal value.
- **Sale of Protected Health Information.** We will request your written authorization before we make any disclosure that is deemed a sale of your protected health information, meaning that we are receiving compensation for disclosing the protected health information in this manner.
- **Psychotherapy Notes** – We will request your written authorization to use or disclose any of your psychotherapy notes that we may have on file with limited exception, such as for certain treatment, payment or health care operation functions.
- **Other Uses or Disclosures.** All other uses or disclosures of your protected health information not described in this Notice will be made only with your written authorization, unless otherwise permitted or required by law.
- **Revocation of an Authorization.** You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed or if we are permitted by law to use the information to contest a claim or coverage under the Plan.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have certain rights regarding protected health information that the Plan maintains about you.

- **Right to Access Your Protected Health Information.** You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment, and case or medical management records. Your request to review and/or obtain a copy of your protected health information records must be made in writing. We may charge a fee for the costs of producing, copying, and mailing your requested information, but we will tell you the cost in advance. If we deny your request for access, we will provide you a written explanation and will tell you if the reasons for the denial can be reviewed and how to ask for such a review or if the denial cannot be reviewed.

- **Right to Amend Your Protected Health Information.** If you feel that protected health information maintained by the Plan is incorrect or incomplete, you may request that we amend, or change, the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by the Plan, as is often the case for health information in our records, or you ask to amend a record that is already accurate and complete.

If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision, and we have the right to rebut that statement.

- **Right to an Accounting of Disclosures by the Plan.** You have the right to request an accounting of certain disclosures we have made of your protected health information. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes.

Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first accounting that you request within a 12-month period will be free. For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.

- **Right to Request Restrictions on the Use and Disclosure of Your Protected Health Information.** You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment or health care operations. *We may not agree to your request.* If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right to Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you about the Plan or that we send Plan information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Notice in the Event of a Breach.** You have a right to receive a notice of a breach involving your protected health information (PHI) should one occur.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.

- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our Privacy Office. See the end of this Notice for the contact information.

HEALTH INFORMATION SECURITY

MHN requires its employees to follow MHN security policies and procedures that limit access to health information about members to those employees who need it to perform their job responsibilities. In addition, MHN maintains physical, administrative, and technical security measures to safeguard your protected health information.

CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice. We also post a copy of our current Notice on our website at www.healthnet.com. Any time we make a material change to this Notice, we will promptly revise and issue the new Notice with the new effective date.

PRIVACY COMPLAINTS

If you believe that your privacy rights have been violated, you may file a complaint with us and/or with the Secretary of the U.S. Department of Health and Human Services. All complaints to the Plan must be made in writing and sent to the Privacy Office listed at the end of this Notice. We support your right to protect the privacy of your protected health information. We will not retaliate against you or penalize you for filing a complaint.

CONTACT THE PLAN

If you have any questions about this Notice or you want to submit a written request to the Plan as required in any of the previous sections of this Notice, please contact:

Address: MHN/Health Net Privacy Office
Attention: Privacy Officer
P.O. Box 9103
Van Nuys, CA 91409

You may also contact us at:

Telephone: 1-800-522-0088
Fax: 1-818-676-8314
Email: Privacy@healthnet.com

ATTACHMENT C
CLIENT TRAINING PROGRAMS

- I. For the period from January 1, 2013 to December 31, 2017, the following training programs shall be provided as requested by Client at no additional charge:
 1. As needed orientation seminars for employees
 2. As needed training seminars for managers and supervisors
 3. Management Consults/Job Performance Referrals and related follow-ups
 4. As needed health fairs
 5. A total of two hundred and fifty (250) hours, annually, for the following programs:
 - a. "Brown bag" seminars
 - b. Critical Incident Stress Debriefings

ATTACHMENT D WORK & LIFE SERVICES

Work & Life Services Summary

Work & Life Services provide telephonic consultations to help members deal with a wide variety of daily life issues including childcare, eldercare, financial and legal services, identity theft recovery services and more.

Work & Life Services Description

Childcare Assistance – This plan covers the telephonic consultation and referrals to childcare resources, including childcare centers and special needs providers. Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours. One Session = Telephone Session of up to thirty (30) minutes. Unconfirmed providers are providers within the two-zip code area who offer assistance, but MHN has not confirmed whether there are openings for new clients.

Eldercare Assistance – This plan offers a telephonic consultation to assess healthcare needs, financial and legal concerns, living arrangements, etc., plus referrals to eldercare providers and residential facilities. Members can also obtain a list of up to two (2) appropriate unconfirmed providers in a two-zip code area within twelve business hours. One Session = Telephone Session of up to thirty (30) minutes. Unconfirmed providers are providers within the two-zip code area who offer assistance, but MHN has not confirmed whether there are openings for new clients.

Financial Services – This plan covers the telephone services of financial counselors who offer telephone educational and consultative assistance to help Members with an array of financial concerns. This service includes one thirty (30) minute telephonic consultation per separate matter, and a 25% discount on rates for follow-up consultations. Topics include credit counseling, debt and budgeting assistance, tax planning, financial planning for college and retirement planning and specialized tax assistance. Please note that this is not a tax representation and/or preparation service and investment advice, loans and bill payments are not included. One Session = Telephone Session of up to thirty (30) minutes.

Legal Services – This plan offers either an in-person office visit or the telephone service of a network attorney to provide the Member a one half-hour consultation session. This includes one 30-minute telephonic consultation with a network attorney or mediator per separate legal matter, and a 25% discount on rates for follow-up consultations. Telephonic or face-to-face consultations for issues relating to civil, consumer, personal and family law, financial matters, business law, real estate, estate planning and more. This plan excludes certain specialized legal areas including labor and employment law or disputes or actions between you and your employer or MHN. One Session = Telephone Session of up to thirty (30) minutes.

Identity Theft Recovery Services – This service includes a telephonic consultation with a fraud resolution specialist who will help the Member to determine if the Member was a victim of identity theft and recommend options on how to place fraud alerts, freeze credit, file police reports, and conduct other activities necessary to resolve fraud. This service also includes an identity theft emergency response kit. General information on identity theft prevention is also available. One Session = Telephone Session of up to sixty (60) minutes.

Daily Living Services – This service provides a telephonic consultation and referrals to consultants and businesses that can help with everyday needs, including pet care, landscaping, auto repair, home maintenance, travel, alternative medicine, nutrition and fitness, household services. Please note that this service only provides general information regarding referrals and does not cover the cost of services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN's sole discretion. One Session = Request for Service of up to thirty (30) minutes spent on each request.

ATTACHMENT E

MHN ONLINE MEMBER SERVICES

Premier Package Description, General

MHN Online Member Services Premier package is designed to provide Client's employees and eligible dependents online access to Employee Assistance Program (EAP) benefits, practitioner and provider searches, authorizations and behavioral health services that include a number of self-help programs, as well as professional assistance.

The MHN Online Member Services Premier package features include:

Your EAP Benefits

- EAP Benefit Summary
- Description of Benefits

Emotional Health

- Self-Assessments: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Self-Help Programs: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Articles & More, Facts and information, Quick Tips
- Links to related sites
- Practitioner Search and Request Authorization

Health and Fitness

- Health Assessment
- Health Calculators
- Articles & More
- Links to related sites
- Prevention and wellness

Family & Work

- Child and Elder Care Resource Directories
- Articles & More
- Links to related sites

Financial & Legal

- Financial Calculators
- Articles & More
- Links to related sites

Immediate Crisis Support

Available throughout the site, this function provides Client's employees and eligible dependents with a telephone number should they need urgent intervention from a licensed clinician.

Special Feature

One Monthly Electronic Newsletter sent to Client contact for distribution to employees and management.

ATTACHMENT F
MHN Preexisting Proprietary Materials

- Flyers advertising MHN's services and designated City intake line
- Posters advertising MHN's services and designated City intake line
- EAP tri-fold brochure
- Enhanced Work/Life Baby Kit
- MHN Training and Consulting Services booklet
- Addressing Employee Performance and Conduct Problems booklet
- Quarterly Utilization Report

ATTACHMENT G
CITY OF LOS ANGELES
GROUP # 1582
MHN PERFORMANCE GUARANTEES
Effective only upon receipt of a fully executed contract

MHN Standard	Measurement Methodology or Source	Reporting/ Payment Frequency	Penalty %
INTAKE			
Telephone Responsiveness 90% of calls answered in 30 seconds or less.	ACD reports	Quarterly / Annually	Reduction rate is 1% per quarter per performance standard this is not met.
Abandonment Rate Telephone call abandonment rate is 5% or less.	ACD reports	Quarterly / Annually	Reduction rate is 1% per quarter per performance standard this is not met.
SATISFACTION SURVEY			
MHN Satisfaction Ratings A minimum of 92% of the client satisfaction survey respondents will rate the overall quality of MHN services with a "good" or above. Ease of Access Ratings to MHN Services A minimum of 90% of the client satisfaction survey respondents will rate the ease of access of MHN services with a "good" or above. Quality of Provider Services A minimum of 90% of the client satisfaction survey respondents will rate the overall quality of the MHN outpatient provider as "good" or above	All survey analysis requires a minimum of 100 to measure and report metric. If less than 100 responses have been received, MHN's book of business results will be used as an alternative.	Quarterly / Annually	Reduction rate is 1% per quarter per performance standard this is not met. .
QUALITY MANAGEMENT			
Grievances Resolution A minimum of 90% of grievances will be responded within 30 days of filing.	Quality Management database reporting	Quarterly / Annually	Reduction rate is 1% per quarter per performance standard this is not met.
ACCOUNT MANAGEMENT			
Los Angeles Based Coordinator A monthly reduction of 5% to the current contract year's monthly capitation rate for each month there is not a Los Angeles-based coordinator.	Account Management	Quarterly / Annually	A monthly reduction of 5% to the current contract year's monthly capitation rate for each month there is not a Los Angeles-based coordinator.

MHN PERFORMANCE METRIC ASSUMPTIONS

Standards and penalties are to be implemented upon new contract effective date for a new account or the renewal date for a current account.

Although more frequent reporting of performance results may be provided, the annual performance average will be utilized as the basis for penalty application.

Annual penalties, if any, will be calculated within 90 days of the close of the period.

Provider turnover rates are based on the overall national MHN network.

ATTACHMENT H
City of Los Angeles
Personnel Department
Travel Expense and Reimbursement Guidelines
For Contractors and Vendors

As a government agency responsible to the public for the expenditure of public funds, it is necessary for the City of Los Angeles to limit the nature and amount of reimbursable travel expenses. Only travel expenses authorized by the Personnel Department will be reimbursed. Reimbursements are processed after expense statements with the required information are submitted, approved and funded. Reimbursement will be made only if the destination is farther than 50 miles both from traveler's primary residence and work location. Requests for reimbursement that do not contain all documentation may not be reimbursed.

When making travel arrangements, travelers should consider the following:

Airfare – The Traveler should arrange for coach airfare for one person by the most economical routing consistent with scheduling and the individual's calendar. Travelers should make arrangements as far in advance as possible to avoid paying excessive fares. The City will reimburse the cost for checking up to one piece of luggage. Flight insurance is not reimbursable. Should travelers extend their trip beyond the City's business dates, the expense statement and reimbursement may be adjusted to credit the City for the additional expense. The traveler should attach the original/electronic ticket or e-mail confirmation and proof of payment to the Personal Expense Statement.

Hotel Accommodations - The City makes reimburses single occupancy at hotels of acceptable quality that are economical and practical. Additional expenses at the hotel are the responsibility of the traveler. Upon checkout, the traveler should obtain an original hotel invoice or folio reflecting a zero balance, and should attach it to the Personal Expense Statement.

Meal and Incidental Allowance – The City provides an allowance based on the federal per diem rate for meal and incidental expenses. The meal and incidental allowances on the first and last days of travel, or when a meal is provided by the City are prorated and paid at 75% of the federal per diem rate for the destination. Per diem includes meals, room service, laundry, fees and other tips. Federal per diem rates may be found at www.gsa.gov. Receipts for meals and incidental expenses are not required except when the cost for any single meal

ATTACHMENT H
City of Los Angeles
Personnel Department
Travel Expense and Reimbursement Guidelines
For Contractors and Vendors

exceeds \$25 in accordance with Los Angeles Administrative Code. No allowance is permitted for same day travel. For reimbursement to be considered, receipts for hotel overnight stay must be submitted.

Ground Transportation – Prevailing taxi charges and shuttle service fees are appropriate for reimbursement with original receipts. All other ground transportation expenses require justification, explanation and pre-approval from Personnel Department for reimbursement. Travelers should provide ample time for consideration for reimbursement of additional at-destination ground transportation expenses to allow the City to evaluate the request. Tips for driver of taxi and shuttle are reimbursed for up to 15 percent of the fare if included on the receipt. All vehicle rentals must be pre-approved by the City before any such transactions occur. Once approved, the City allows for only mid-sized rental vehicles or smaller for reimbursements. The City does not provide nor reimburse for rental vehicle insurance. All travelers are responsible for procuring their own insurance coverage for the term of their vehicle usage.

Tips and Gratuities – Reimbursement for tips and gratuities for meals, housekeeping and any other service where a tip or gratuity is typically provided is included as part of the meal & incidental allowance. Tips and gratuities should not be separately detailed on expense statements.

Parking – When and where parking is required, the long-term parking rate is reimbursable when the amount is the prevailing economy rate. Reimbursement is processed with original receipts.

Mileage In Lieu of Airfare – Some travelers wish to drive their personal vehicle instead of traveling by air. To do so, travelers must provide to the City a copy of their driver license and proof of automobile (liability) insurance showing insurance coverage for the relevant travel dates prior to travel. Mileage may be reimbursed in place of airfare when the reimbursement amount does not exceed the coach airfare for the trip. For comparison, travelers should obtain and submit an airfare quotation for the relevant travel dates. A copy of an electronic map with to and from addresses should be provided to demonstrate distance. Reimbursement is based on the IRS Mileage Rate as of January 1 of the applicable year. The rate may be found at irs.gov. (Reimbursement is calculated by multiplying the number of

ATTACHMENT H
City of Los Angeles
Personnel Department
Travel Expense and Reimbursement Guidelines
For Contractors and Vendors

miles by the applicable mileage rate, and subtracting the traveler's home to work mileage.) Mileage is calculated from business address only, home addresses are not considered. The City is not responsible for injury, accident, towage, vehicle wear and tear, or damage when traveling to or from the City.

Alternative Transportation -- The City reimburses coach fare for travel by train, bus, or boat. Reimbursement is processed when original receipts are submitted with the expense statement.

These Guidelines provide examples of the types and expense amounts the City routinely reimburses. Requests for reimbursement must be authorized and approved by the City; in order to do so, traveler must submit an expenses summary with original receipts attached to it. The City does not reimburse expenses for traveling companions, entertainment or sightseeing. Questions regarding these guidelines should be directed to the Personnel Department's representation in travel.

ATTACHMENT I CONFIDENTIALITY AGREEMENT

Managed Health Network (A Centene Company), (hereinafter referred to as "Contractor"), has entered into a Professional Services Agreement (hereinafter referred to as "Agreement") with the City of Los Angeles (hereinafter referred to as "City") to provide benefit services to City elected officials, officers and employees ("City Personnel").

In performing the services under the Agreement, Contractor may have access to certain Confidential Information and Protected Personal Information. Confidential Information includes, but is not limited to, all data, records, documents, audio and visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information and other information disclosed or submitted, orally, in writing, or by any other media, by or on behalf of City to Contractor.

Protected Personal Information is information that identifies or is capable of identifying City Personnel, including, but not limited to, personally-identifiable information, employee records, or individual financial information that is subject to State or Federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution, the California Information Practices Act (Civil Code § 1798 et seq.), the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.) ("COMIA"), the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g), the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (45 CFR Parts 160 and Subparts A, C and E of Part 164) (collectively referred to as "HIPAA"), the Fair and Accurate Credit Transactions Act (15 USC § 1601 et seq.), the Fair Credit Reporting Act (15 USC § 1681 et seq.), and the European Union Data Protection Directive. Protected Personal Information specifically includes Protected Health Information as defined by HIPAA and Medical Information as defined by COMIA.

Contractor agrees to comply with all applicable state and federal, as well as best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Confidential Information and Protected Personal Information in the performance of services under the Agreement.

Contractor is responsible for protecting the confidentiality, maintaining the security and preventing the unauthorized use and disclosure of all Confidential Information and Protected Personal Information in Contractor's possession and Contractor shall ensure that its officers, employees, agents and vendors comply with the requirements herein. Contractor shall implement and maintain adequate and necessary security systems, along with policies and protocols to provide the highest reasonable level of safety and security of the Protected Personal Information. If

there is a breach of Contractor's security system, as defined by HIPAA and Civil Code Section 1798.82, and Protected Personal Information is accessed or believed to have been accessed, then Contractor, in addition to its notification requirements under HIPAA and Civil Code Section 1798.82, shall include the information set forth in 45 CFR Section 164.404(c) and Civil Code Section 1798.82(d)(3) in the notification required hereby and provide a copy of such notification simultaneously to the City. Contractor shall also provide the notification required hereby for breaches of electronic protected health information discovered by Contractor's business associates. Contractor shall take such necessary and appropriate actions to terminate any such breach and to prevent the distribution of any such accessed Protected Personal Information.

Upon request by City and upon the completion or termination of Contractor's services under the Agreement, Contractor will return to City all Confidential Information in Contractor's possession provided by or on behalf of City, unless otherwise prohibited by HIPAA or other provision of Federal or State law.

Contractor shall indemnify and defend City and City Personnel from and against any claim, action, cause of action, loss, demands and expenses, including, but not limited to, attorneys' fees and costs of litigation, damages and liability (collectively "Claim") arising out of or resulting from or alleged to have resulted from (i) any breach or violation by Contractor under or related to this Confidentiality Agreement or (ii) the access by any unauthorized individual or entity to Confidential Information and/or Protected Personal Information held or retained in any form by Contractor or Contractor's business associates. Contractor's defense obligation includes Claims by City Personnel and shall commence upon Contractor's receipt of the Claim. Contractor's selection of defense counsel shall be subject to City's reasonable approval.

In the case of conflict between this Confidentiality Agreement and other confidentiality provisions, this Agreement will take precedence.

MANAGED HEALTH NETWORK

By: <u></u>	<u>LALLY TALLMAN</u>
Contractor Signature	Print Contractor Name
<u>PRESIDENT</u>	<u>6-28-17</u>
Title	Date

Contractor Address _____

Contract Number _____