

JANITORIAL SERVICE CONTRACT		CONTRACT NUMBER	
1. CONTRACTOR'S INFORMATION:			
Name:			
2. CONTRACT TERM:	7/1/17 through 6/30/18		
3. AWARD AMOUNT NOT TO EXCEED:	\$		
4. TERMS & CONDITIONS:			
<p>The parties agree to comply with all terms and conditions of this Contract, which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits A-C contain Contractor-specific terms and conditions that apply only to Contractor's performance of this Contract; Exhibits D-E contain general SETA terms, conditions, and requirements that apply to any contractors' performance of a Janitorial Services Contract, including this Contract.</p> <p>Exhibit A – Head Start Sites Exhibit B – Janitorial Checklist Exhibit C – Payment Schedule Exhibit D – Insurance Requirements Exhibit E – Standard Conditions to the Janitorial Service Agreement</p>			
<p>CONTRACTOR shall thoroughly examine the Exhibits listed above and attached hereto. The failure of CONTRACTOR to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve CONTRACTOR of its obligations with respect to this CONTRACT, including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Contract, CONTRACTOR specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.</p>			
IN WITNESS WHEREOF, this Contract has been dated and executed by the parties hereto.			
CONTRACTOR			
Name:			
By:		Date Signed:	
Printed Name/Title of Authorized Signer:			
Address:			
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Kathy Kossick, Executive Director			
Address: 925 Del Paso Boulevard, Sacramento, CA 95815			

EXHIBIT A
HEAD START SITES

SAMPLE

HEAD START SITES

(CONTRACTOR NAME)	

SAMPLE

EXHIBIT B

JANITORIAL CHECK LIST

SAMPLE

JANITORIAL CHECK LIST

CONTRACTOR will provide the following:

	DAILY	WEEKLY	MONTHLY	AS NEEDED	OTHER
ALL FLOORS					
Vacuum and sweep all classroom floors.					
Move and sweep under classroom refrigerator.					
Move all floor mats including mats in restrooms to sweep and mop under.					
Note: Please do not put down mats while floor is wet.					
DUSTING					
Dust window sills, ledges and blinds.					
Dust low baseboards, ledges, doors, and frames.					
Spot clean blinds as needed, check for paint and finger prints.					
RESTROOMS					
Clean sinks and wall areas.					
Clean toilets with chemicals including bottom and behind.					
Wipe down outside of towel and soap dispenser, and front of cabinets.					
Wipe tops, sides and bottoms of partitions and walls.					
TRASH					
Empty all trash and garbage cans. Put clean bags in each trash and garbage can.					
Each can is to be wiped inside and outside including all lids and handles.					
MOPPING					
Mop all floors (entry ways, hallways, classrooms, offices, parent rooms, restrooms, etc.)					
Change mop water when half-way done.					
Mop all door thresholds.					

SAMPLE

VACUUMING					
Vacuum Carpets					
Remove play dough prior to vacuuming.					
Vacuum air vents.					
GLASS					
Spot clean windows.					
Wipe down window ledges.					
Clean inside and outside of glass on all doors.					
WALLS					
Spot clean walls daily including walls surrounding garbage cans.					
Remove paint and fingerprints from walls.					

SAMPLE

TRIANNUAL SCOPE OF WORK (3 times per year)
<p>CARPETS</p> <ul style="list-style-type: none"> A. Shampoo carpets including area rugs in the entire center using commercial methods and machinery. B. Carpets and rugs are to be cleaned on Friday's to allow ample drying time. C. Must move all furniture and miscellaneous items and replace when dry.
<p>FLOORING</p> <ul style="list-style-type: none"> A. Strip, wax and polish all vinyl and tile flooring. B. Remove all excess cleaners and or wax that may have splashed or otherwise deposited on the baseboards, walls and furniture. C. Move furniture and miscellaneous items and replace when dry.

SUPPLIES AND EQUIPMENT

All cleaning supplies (e.g., cleansers, strippers, disinfectant) and equipment (e.g., vacuums, floor stripper, buffer, carpet shampooer, mops, brooms, buckets and all related cleaning equipment items) which are necessary to provide these services will be provided by CONTRACTOR. No cleaning or equipment supplies will be provided by SETA.

EXHIBIT C

PAYMENT SCHEDULE

SAMPLE

PAYMENT SCHEDULE

(CONTRACTOR NAME)	
	\$
	\$
	\$
	\$
	\$
	\$
	\$

PAYMENT TO CONTRACTOR: SETA shall make payments to CONTRACTOR upon receipt of a completed monthly fiscal report from CONTRACTOR. The monthly fiscal report is due to SETA (even if no payment is due for the month) no later than ten (10) days after the end of each month during the term of the CONTRACT. All fiscal reports are subject to review and approval by SETA.

SAMPLE

EXHIBIT D
INSURANCE REQUIREMENTS

SAMPLE

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

INSURANCE REQUIREMENTS

(Applicable to all SETA-funded programs)

(Pursuant to SETA Governing Board Action on 4/21/88)

(Revised 5/3/2007)

Prior to contract execution, commencement of program performance and disbursement of any funds, SETA shall receive from each funded agency's insurer an ORIGINAL, computer-generated, or faxed certificate of insurance and copies of required endorsements.

GENERAL REQUIREMENTS:

1. CERTIFICATES OF INSURANCE MUST INCLUDE:

- A. Insuring Company's Name;
- B. Full Mailing Address of Insurance Company's Issuing Branch Office;
(this item may be added to certificate by SETA staff)
- C. Policy Number(s);
- D. Policy Effective and Expiration Date(s);
- E. Policy Limits;
- F. Deductible(s) or statement that "No deductible is applicable";
- G. As respects General Liability Coverage, statement that "occurrence type" coverage rather than "claims made type" coverage is provided;
- H. Certificates must include an original signature or an original stamp of the agent's signature.
- I. Notice of Cancellation:

When completing certificates of insurance, the following wording must be stricken from the standard statement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail ___ days written notice to the certificate holder named to the left."

NOTE: Upon receipt of an acceptable certificate and endorsements, a cover letter will be sent to each insurance carrier indicating SETA's reliance on the certificate as evidence that insurance was indeed issued and is currently in force. A copy of the letter will be sent to both the broker/agent and the operator.

SHOULD ANY OF THESE ITEMS BE MISSING, THE CERTIFICATE IS UNACCEPTABLE

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
INSURANCE REQUIREMENTS

(Continued)

2. REQUIRED INSURANCE ENDORSEMENTS: MUST HAVE POLICY NUMBER TYPED ON ENDORSEMENTS.

3. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by SETA. In the sole discretion of SETA, SETA may require a funded agency to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, employees and volunteers.

NOTE: No SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

4. SETA reserves the right to require funded agencies to obtain additional insurance coverage should the program activities provided require additional coverage. This is especially true for multi-funded agencies. Additional coverage might include increased policy limits or coverages for professional liability and/or indemnity malpractice. Increased policy limits might be addressed by increasing the general aggregate limits, obtaining excess coverage, and/or procuring a policy solely to insure SETA-funded activities.

5. SETA reserves the right to require funded agencies to provide SETA with complete copies of all insurance policies including endorsements.

6. All coverages shall be procured through a carrier satisfactory to SETA. If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, SETA shall not make any further disbursements to funded agency until SETA is satisfied that the coverage initially approved by SETA has been reinstated. Failure to provide timely evidence of continuing coverage shall result in suspension of all payments or reimbursements and/or suspension of performance. Additionally, should there be inadequate coverage or any lapse(s) in coverage, SETA shall not reimburse for any costs incurred during any period for which the required insurance coverage was not in effect.

7. In the event insurance coverages expire at any time or times during the term of the subgrant, the program operator agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the subgrant. New certificates of insurance are subject to review for content and form by SETA.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
INSURANCE REQUIREMENTS
(Continued)

REQUIRED COVERAGES

1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES (Not applicable for WSP and/or LTPL applicants)

A. Required Limits:

Amount of grant if less than \$25,000; or
\$25,000 or twenty percent (20%) of the total amount of the grant, whichever is greater

B. Required Endorsements (Loss Payee & Cancellation):

1. "The Sacramento Employment and Training Agency is named as a loss payee as its interest may appear"; and,
2. "This insurance shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply."

SAMPLE

2. PROPERTY COVERAGE (Not applicable for WSP and/or LTPL applicants)

A. Required Coverage:

Insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks", as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full 100% insurable replacement cost of the property.

B. Required Endorsements (Cancellation & Primary Carrier):

1. "This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply"; and,
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
INSURANCE REQUIREMENTS

(Continued)

3. GENERAL LIABILITY COVERAGE

A. Type of Policy/Coverage:

All policies must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of the funded agency's business; personal injury and advertising injury; products-completed operations; and liability assumed under an insured contract.

SEXUAL ABUSE LIABILITY COVERAGE

Subcontractors whose operations involve interaction with youth (ages to 18 years) must include "Sexual Abuse liability coverage" at limits not less than \$1,000,000 per occurrence.

Such coverage can be written on a stand-alone basis or made part of the subcontractor's Commercial General Liability Insurance. SE & TA is to be named as an additional insured for this coverage.

SAMPLE

Claims-made policies are not acceptable.

B. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

C. Required Endorsements (Additional Insured, Primary Carrier, & Cancellation):

1. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
3. "This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
INSURANCE REQUIREMENTS

(Continued)

4. VEHICLE LIABILITY COVERAGE

A. Required of all Program Operators

B. Required Coverage:

Coverage must include all of the following:

- a. Non-Owned Auto Liability
- b. Hired Auto Liability
- c. Owned Auto Liability (If the program operator owns autos)

C. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

D. Required Endorsements (Additional Insured, Primary Carrier, & Cancellation):

- 1. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
- 2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
- 3. "This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply".

5. PROFESSIONAL LIABILITY COVERAGE (Not applicable for WSP and/or LTPL applicants)

A. Required of all program operators who employ or retain professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys) for SETA-funded operations.

B. Required Limits:

Not less than \$1,000,000 per occurrence.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
INSURANCE REQUIREMENTS

(Continued)

6. WORKERS' COMPENSATION

A. Must cover all employees and participants employed or enrolled under the grant who are currently eligible for coverage under existing workers' compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate on-site medical and accident insurance.

B. Required Endorsement (Cancellation):

"This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply".

7. SELF-INSURANCE

If any coverage is provided by self-insurance, SETA requires a letter from the funded agency stating that:

SAMPLE

- A. It agrees to SETA's insurance requirements as stated above;
- B. It will maintain a minimum reserve of the amount of self-insured retention over and above all known incurred claims filed against the self-insurance fund;
- C. The reserve is fully funded; and,
- D. No federal or SETA funds will be called upon to fund any losses resulting from any SETA-funded contract.

A sample letter will be provided.

EXHIBIT E

**STANDARD CONDITIONS
TO THE
JANITORIAL SERVICE AGREEMENT**

SAMPLE

**STANDARD CONDITIONS TO
JANITORIAL SERVICE AGREEMENT**

1. **PURPOSE OF STANDARD CONDITIONS.** These STANDARD CONDITIONS TO JANITORIAL SERVICES AGREEMENT (hereinafter the "STANDARD CONDITIONS") set forth the terms and conditions applicable to, and incorporated by reference and made a part of, a JANITORIAL SERVICE AGREEMENT ("SERVICE AGREEMENT") between the Sacramento Employment and Training Agency ("SETA") and CONTRACTOR, under which CONTRACTOR will provide janitorial, cleaning and maintenance services for the premises used and occupied by SETA located at various sites as indicated on Exhibit A to the SERVICE AGREEMENT, hereinafter referred to as the "PREMISES."

2. **SERVICES TO BE PERFORMED.** CONTRACTOR agrees to perform the janitorial, cleaning and maintenance services for the PREMISES as set forth on the Janitorial Check List, attached to the SERVICE AGREEMENT as Exhibit "B," incorporated herein by reference and made a part hereof. CONTRACTOR shall perform said services strictly in accordance with: the Head Start Act (Public Law 97-35); the Workforce Investment Act of 1998 (Public Law 105-220) and its subsequent legislation on the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), hereinafter collectively referred to as WIOA; the Family Economic Security Act (California Unemployment Insurance Code, § 15000 et seq.), hereinafter referred to as FESA; any amendments to these laws that have been or may be amended; the regulations promulgated thereunder; Governor's policies and procedures issued pursuant to WIOA and FESA; any new legislation, regulation, policy and/or procedure which may replace WIOA and/or FESA; and all applicable federal, state and local laws and administrative regulations, and applicable SETA policies and procedures. The provisions of this Paragraph 2 may be waived, in whole or in part, by SETA to the extent that either Head Start or WIOA funds are not used to compensate CONTRACTOR for such services.

3. **TERM OF AGREEMENT.** The term of the SERVICE AGREEMENT shall commence and end on the date set forth therein, and shall continue in full force and effect unless terminated early by either party. Either party may terminate the SERVICE AGREEMENT upon ten (10) days written notice of termination. The SERVICE AGREEMENT may be extended by SETA, in its sole discretion, for up to three (3) additional one-year terms on the same terms and conditions, as specified in the SERVICE AGREEMENT. In exercising its discretion to extend the SERVICE AGREEMENT, SETA will consider the extent to which CONTRACTOR has successfully trained,

hired and retained employees through SETA's various employment and training programs.

4. **COMPENSATION.** SETA shall pay CONTRACTOR monthly for services provided under the SERVICE AGREEMENT in accordance with the Payment Schedule attached thereto as Exhibit "C." CONTRACTOR shall send a bill to SETA no later than ten (10) calendar days after the end of each month and SETA shall make payment in the normal course of SETA's business during the term of the SERVICE AGREEMENT.
5. **FINAL REPORT.** All claims under the SERVICE AGREEMENT must be reported to SETA within thirty (30) calendar days following the termination of the SERVICE AGREEMENT to be binding upon SETA for payment. Failure to timely submit such claims shall be a waiver of CONTRACTOR's right to payment.
6. **ALLOWABLE CLAIMS.** Allowable claims shall be determined by SETA in accordance with these STANDARD CONDITIONS and the SERVICE CONTRACT, including the Janitorial Checklist, which is attached thereto as Exhibit B and incorporated therein by reference, and all applicable laws, administrative regulations, SETA policies and procedures.
7. **ADJUSTMENT CAUSE.** Should the present designated space to be cleaned be altered so as to increase or decrease the difficulty or the time requirement for performing these services, or should the space be reduced or expanded, the compensation set forth in Paragraph 4, above, shall be adjusted by mutual agreement of the parties. Any adjustment pursuant to this paragraph 7, or any other modification or amendment to the SERVICE AGREEMENT, shall be reduced to writing and signed by both parties, provided that a written invoice for additional services submitted by CONTRACTOR and approved by SETA shall be deemed to be a writing for purposes of this provision. Any such adjustment, modification or amendment not in writing shall be of no force and effect.
8. **MATERIALS AND SUPPLIES.** CONTRACTOR will furnish all materials and equipment necessary to perform the foregoing services including cleaners, strippers, disinfectant; an adequate supply of which is at all times to be maintained in the janitorial rooms of the PREMISES. Hand soap, towels, toilet tissue and seat covers will be furnished by CONTRACTOR.
9. **CLOSE-OUT.** CONTRACTOR agrees to cooperate fully with SETA to ensure that the SERVICE AGREEMENT is "closed-out" within thirty (30) calendar days of the termination thereof. Full cooperation shall require CONTRACTOR to complete and to furnish to SETA a number of documents, which SETA shall specify.

10. **QUALITY CONTROL.** Systematic inspection will be conducted by SETA to ensure that all services are properly performed. To make certain that any problems that may arise will be promptly taken care of, CONTRACTOR shall maintain a twenty-four (24) hour answering service five (5) days per week for the receipt of any complaints. The telephone number of this service shall be set forth in the SERVICE AGREEMENT.
11. **AUDIT AND INSPECTION.** SETA reserves the right to review services, service levels and billing procedures as these effect charges against the SERVICE AGREEMENT. CONTRACTOR agrees to prepare and maintain records required by SETA which relate to its performance of the SERVICE AGREEMENT, specifically including, but not limited to, records pertaining to service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, the U.S. Department of Labor (DOL), the U.S. Department of Health and Human Services (HHS), the California Employment Development Department (EDD), the Office of Inspector General (OIG) and/or the Comptroller General of the United States, or their duly authorized representatives shall, until expiration of three (3) years after final payment under the SERVICE AGREEMENT or any extension or renewal thereof, have access to and the right to observe, monitor, evaluate and examine CONTRACTOR's performance of services and its offices and facilities utilized in the performance of the SERVICE AGREEMENT and any and all of its records with respect to all matters covered by the SERVICE AGREEMENT.
12. **LICENSE FOR USE.** Any other provision of the SERVICE AGREEMENT notwithstanding, CONTRACTOR agrees to and does hereby grant to SETA, the federal government and the State of California, a royalty-free, non-exclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under the SERVICE AGREEMENT.
13. **STATUTES, ORDINANCES AND REGULATIONS.** In performing the services required of it under the SERVICE AGREEMENT, CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, CONTRACTRO shall immediately notify SETA of that fact and the reasons therefore.
14. **INSURANCE AND BOND.** CONTRACTOR will carry complete Commercial General Liability, Vehicle Liability and Workers' Compensation coverage, as set forth in the Insurance Requirements, attached hereto as Exhibit D and incorporated herein by this reference. All

of its employees shall at all times at the expense of CONTRACTOR be covered by a blanket fidelity bond.

15. PERSONNEL.

(A) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under the SERVICE AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with SETA, and CONTRACTOR shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the SERVICE AGREEMENT. Notwithstanding this provision, CONTRACTOR is strongly encouraged to train, hire and retain employees through SETA's various employment and training programs. CONTRACTOR's success in training, hiring and retaining such employees shall be a factor considered by SETA if it chooses to exercise any right to extend the term of the SERVICE AGREEMENT under Section 3, above.

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

SAMPLE

(C) CONTRACTOR agrees that in the performance of its obligations under the SERVICE AGREEMENT no person having an interest that would conflict with the effective and efficient performance of CONTRACTOR's obligations, as determined by SETA, shall be employed, engaged or retained.

(D) In the event that the federal Department of Health and Human Services ("DHHS") or SETA, in their sole discretion, either singularly or jointly, at any time during the term of the SERVICE AGREEMENT, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to the SERVICE AGREEMENT, CONTRACTOR shall remove any such person immediately upon receiving notice from the DHHS or SETA.

16. DEBARMENT, SUSPENSION, TERMINATION AND/OR REVOCATION. CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principles to be used in the performance of the SERVICE AGREEMENT:

- (A) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (B) Has within a three (3) year period preceding the SERVICE AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing in a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (C) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 12; and,
- (D) Has within a three (3) year period preceding the SERVICE AGREEMENT had one or more public (federal, state or local) transactions terminated for cause or default.

If unable to certify to the best of its knowledge the statements set forth above, CONTRACTOR and/or any of its principals shall attach to the SERVICE AGREEMENT an account of the circumstances and explanations therefore.

CONTRACTOR further agrees to request this certification from any subcontractors that perform services under the SERVICE AGREEMENT.

17. **SMALL, MINORITY, AND WOMEN’S BUSINESSES.** Contractor shall take the following actions to ensure that small, minority and any women’s businesses shall have the maximum practicable opportunity to participate in the performance the SERVICE AGREEMENT:

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

18. CONFLICT OF INTEREST.

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

19. NONDISCRIMINATION/EQUAL OPPORTUNITY. During the performance of the SERVICE AGREEMENT, CONTRACTOR agrees as follows:

- (A) CONTRACTOR shall not discriminate, harass or allow harassment, against any employee, applicant for employment, Head Start child or family or any other individual affected by the service being provided by CONTRACTOR pursuant to the SERVICE AGREEMENT because of sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) CONTRACTOR shall, in all solicitations or advertisements for employment placed by or on behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage.
- (C) CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's

representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (D) CONTRACTOR shall comply with all provisions of the Executive order 11246 of September 24, 1965, as amended, and of the rules, regulations, and other applicable orders of the U.S. Secretary of Labor.
- (E) CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of the U.S. Secretary of Health and Human Services, or pursuant thereto, and shall access to its books, records, and accounts by the contracting agency and the U.S. Secretary of Health and Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (F) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of the SERVICE AGREEMENT or with any such rules, regulations, or orders, the SERVICE AGREEMENT may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by other applicable rule, regulation, or order of the U.S. Secretary of Health and Human Services, or as otherwise provided by law.
- G. CONTRACTOR shall include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order issued pursuant to the SERVICE AGREEMENT unless exempted by applicable rules, regulations, or orders of the U.S. Secretary of Health and Human Services issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as may be validly directed by the U.S. Secretary of Health and Human Services as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may

request the United States to enter into such litigation to protect the interests of the United States.

20. **INDEPENDENT CONTRACTOR.** It is specifically agreed that in making and executing the SERVICE AGREEMENT, CONTRACTOR and the agents and employees of CONTRACTOR, are independent contractors and are not and shall not be construed to be agents or employees of SETA, and that CONTRACTOR and the agents and employees of CONTRACTOR shall have no authority, express or implied, to act on behalf of SETA or to bind SETA to any obligation whatsoever.
21. **LICENSES AND PERMITS.** CONTRACTOR shall secure and maintain throughout the term of the SERVICE AGREEMENT all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession and to perform the services required in the SERVICE AGREEMENT
22. **DILIGENT AND TIMELY PERFORMANCE.** All services performed by CONTRACTOR shall be performed in a diligent and timely manner and in accordance with the best practice and procedures in CONTRACTOR's profession.
23. **HOLD HARMLESS.** CONTRACTOR agrees to indemnify, defend and hold harmless SETA and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, loss and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from CONTRACTOR's performance under the SERVICE AGREEMENT, including CONTRACTOR's failure to comply with or carry out any of the provisions of the SERVICE AGREEMENT and acts of negligence or omission of CONTRACTOR, or anyone employed directly, indirectly or by independent contract by CONTRACTOR, regardless of whether caused in part by a party indemnified hereunder.
24. **ASSIGNMENT.** The SERVICE AGREEMENT is not assignable. Any attempt by CONTRACTOR to assign any performance of its obligations hereunder shall be null and void and shall constitute a breach of the SERVICE AGREEMENT.
25. **LAWS.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local governments, specifically including, but not limited to, SETA policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, CONTRACTOR shall comply with such amendments, revisions or modifications or shall notify SETA within thirty (30) calendar days after promulgation of the amendments, revisions or

modifications that it cannot so conform so that SETA may take appropriate action, including termination of the SERVICE AGREEMENT.

26. **PRESS RELEASES AND COMMUNICATIONS.** CONTRACTOR shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the SERVICE AGREEMENT without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications, CONTRACTOR shall make specific reference to SETA as the funding agency which is funded by the Administration for Children and Families, Department of Health and Human Services.
27. **CHILD SUPPORT ENFORCEMENT ACT.** In accordance with the Child Support Enforcement Act, CONTRACTOR recognizes and acknowledges:
- (A) the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - (B) that, to the best of its knowledge, CONTRACTOR is fully complying with the earnings assignment orders of all employees.
28. **CALIFORNIA LAW.** Except where controlled by federal statutes or administrative regulations, the SERVICE AGREEMENT shall be governed according to the laws of the State of California and SETA policies and procedures.
29. **NOTICES.** All notices to be given to either of the parties under the SERVICE AGREEMENT shall be given by deposit in the United States mail, first-class postage prepaid, addressed to the applicable party at the address set forth below the signature of each party to the SERVICE AGREEMENT or by personal service. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.
30. **ENFORCEABLE CONTRACT.** The SERVICE AGREEMENT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.
31. **TIME OF THE ESSENCE.** Time is of the essence in the performance of the SERVICE AGREEMENT.
32. **COUNTERPART, FACSIMILE AND ELECTRONIC SIGNATURES.** The SERVICE AGREEMENT may be signed in counterparts, such that

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

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