**Professional Services Agreement**

**CONSULTANT NAME**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), made and entered into effective the \_\_\_\_ day of , 2024, by and between the **County of Imperial**, a political subdivision of the State of California (“COUNTY”), through its Public Health Department (“ICPHD”) and **CONSULTANT NAME,** an active California corporation, in good standing, identified by entity number \_\_\_\_\_\_\_\_\_\_, with its principal office located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

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##### RECITALS

**WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide professional services for the preparation of COVID-19 After Action Report and Improvement Plan (“Project”); and

**WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the Project services; and

**WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the services required for the Project.

**NOW, THEREFORE,** in consideration of their mutual covenants, COUNTY and CONSULTANT have and hereby agree to the following:

1. **INCORPORATION OF RECITALS**.

Parties hereby certify that to the best of their knowledge, the above recitals are true and correct. The above recitals are hereby adopted and incorporated within this Agreement.

1. **DEFINITIONS**.
   1. “Request for Proposal” or “RFP” shall mean that document that describes the Project and project requirements to prospective bidders entitled, “**REQUEST FOR PROPOSALS (RFP) \_\_\_\_\_\_\_\_\_: EMERGENCY OPERATIONS PLAN AND ANNEX DEVELOPMENT AND/OR UPDATES**” published by COUNTY on \_\_\_\_\_\_\_\_\_\_\_\_\_. The Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.
   2. “Proposal” shall mean CONSULTANT’s document entitled, “**Imperial County Public Health Department, EMERGENCY OPERATIONS PLAN AND ANNEX DEVELOPMENT AND/OR UPDATES, Response to RFP \_\_\_\_\_\_\_\_\_**,” dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and submitted to COUNTY’s Department of Public Health. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein by reference.
2. **CONTRACT** **COORDINATION**.
   1. The Director of Public Health, or his/her designee, shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Health, or his/her designee, is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and execution of this Agreement.
   2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of COUNTY’s Contract Manager.
3. **DESCRIPTION OF WORK**.

CONSULTANT shall provide all materials and labor to perform this Agreement consistent with the RFP and Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this Agreement, the RFP and the Proposal, the RFP shall take precedence over the Proposal, and the Agreement shall take precedence over both.

1. **WORK TO BE PERFORMED BY CONSULTANT**.
   1. CONSULTANT shall comply with all terms, conditions, and requirements of the RFP, the Proposal, and this Agreement.
   2. CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder.
   3. CONSULTANT shall:
      1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this agreement;
      2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement;
      3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
      4. Immediately report to COUNTY’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.
2. **REPRESENTATIONS BY CONSULTANT**.
   1. CONSULTANT understands and agrees that COUNTY has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these fields and understands that COUNTY is relying upon such representation.
   2. CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
   3. CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from COUNTY’s Contract Manager to do so.
   4. CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.
   5. CONSULTANT represents and warrants that any employee, subcontractor, and/or agent who will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
   6. CONSULTANT represents and warrants that the allegations contained in the Proposal are true and correct.
   7. CONSULTANT understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.
   8. CONSULTANT understands and agrees not to discuss this Agreement or work performed pursuant to this Agreement with anyone not a party to this Agreement without the prior permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.
   9. Prior to accepting any work under this Agreement, CONSULTANT shall perform a due diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT may have with respect to the work requested.
   10. CONSULTANT understands and agrees that in the course of performance of this Agreement, CONSULTANT may be provided with information or data considered by the owner or the COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality including but not limited to restricting the dissemination of all material received to those required to have such data in order for CONSULTANT to perform under this Agreement.
   11. CONSULTANT represents that the personnel dedicated to this project, as identified in CONSULTANT’s Proposal, will be the people to perform the tasks identified therein. CONSULTANT will not substitute other personnel or engage any contractors to work on any tasks identified herein without prior written notice to COUNTY.
3. **TERM OF AGREEMENT**.

This Agreement shall commence on the date first written above and shall remain in effect from **March 1, 2024 through June 30, 2024**, unless otherwise modified or terminated as provided for in this Agreement.

1. **COMPENSATION**.
   1. The total compensation payable under this Agreement shall not exceed **One Hundred Thirty Thousand Dollars ($130,000.00)**, unless otherwise previously agreed to in writing by COUNTY.
   2. The fee for any additional services required by COUNTY will be computed either on a negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based on CONSULTANT’s current standard rates as set forth in the Proposal. Additional services or costs will not be paid without a prior written agreement between the Parties.
   3. Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible to pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or other remuneration.
2. **PAYMENT**.

CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit “B.”** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing.

1. **METHOD OF PAYMENT**.

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY a written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by COUNTY’s Contract Manager or his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

1. **TIME FOR COMPLETION OF THE WORK**.

The Parties agree that time is of the essence in the performance of this Agreement. Program scheduling shall be as described in the Exhibits unless revisions are approved by both COUNTY’s Contract Manager and CONSULTANT’s Contract Manager. Time extensions may be allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

1. **MAINTENANCE AND ACCESS OF BOOKS AND RECORDS**.

CONSULTANT shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

* 1. CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to CONSULTANT’s charges for services or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.
  2. CONSULTANT shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
  3. Any records or documents required to be maintained by CONSULTANT pursuant to this Agreement shall be made available to COUNTY for inspection or audit at any time during CONSULTANT’s regular business hours provided that COUNTY provides CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONSULTANT’s address indicated for receipt of notices under this Agreement.

1. **SUSPENSION OF AGREEMENT**.

COUNTY’s Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.

1. **TERMINATION**.

COUNTY retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of benefit to COUNTY. Said compensation is to be arrived at by mutual agreement between COUNTY and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

1. **INSPECTION**.

CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to COUNTY’s Contract Manager’s inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

1. **OWNERSHIP OF MATERIALS**.

All original drawings, videotapes, studies, sketches, computations, reports, information, data and other materials given to or prepared or assembled by or in the possession of CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered to COUNTY upon demand, whether or not completed, and shall not be made available to any individual or organization without the prior written approval of COUNTY.

1. **INTEREST OF CONSULTANT**.
   1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
   2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.
   3. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.
2. **INDEMNIFICATION**.

CONSULTANT shall hold harmless, defend, and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, CONSULTANT shall be responsible for COUNTY’s defense costs to the extent such costs are incurred as a result of CONSULTANT’s negligence, recklessness or willful misconduct.

1. **INDEPENDENT CONTRACTOR**.

In all situations and circumstances arising out of the terms and conditions of this Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

* 1. CONSULTANT is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement or any other agreement.
  2. CONSULTANT shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY’s control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this Agreement.
  3. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Workers’ Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.
  4. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.
  5. CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or make any claim against any COUNTY fringe program, including, but not limited to, COUNTY’s pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY’s employees.
  6. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.
  7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of COUNTY.
  8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

1. **INSURANCE**.
   1. Consultant, at its sole cost and expense, shall at all times during the term of this Agreement maintain insurance coverage set forth on **Exhibit “C”** (Insurance Requirements), attached hereto and incorporated herein by this reference, on the terms and conditions described therein.
   2. Evidence of such insurance coverage shall be provided to County by Consultant prior to commencing performance of the services under this Agreement in the form of a Certificate of Insurance sent to the following addresses:

County of Imperial

Risk Management Department

940 Main Street, Ste. 101

El Centro, CA 92243

and

Auditor-Controller

Imperial County

940 Main Street, Suite 108

El Centro, CA 92243

* 1. Additional Insurance: Nothing in this, or any other provision of this Agreement, shall be construed to preclude the Consultant from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

1. **PREVAILING WAGE.**
   1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-consultants, to comply with the provisions of California Labor Code sections 1775 et seq.
   2. When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY’s Department of Public Health and available to CONSULTANT and any other interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.
   3. CONSULTANT hereby acknowledges and stipulates to the following:
      1. CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and
      2. CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and
      3. CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1810 regarding the legal day’s work; and
      4. CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
      5. CONSULTANT has reviewed and agrees to comply, when applicable, with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html.
2. **ASSIGNMENT**.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other specialists to perform services as required with prior approval by COUNTY.

1. **NON-DISCRIMINATION**.
   1. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.
   2. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
   3. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
   4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
   5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
   6. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   7. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
2. **NOTICES AND REPORTS**.
   1. Any notice and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

**COUNTY CONSULTANT**

Public Health Department XXXXX

935 Broadway XXXXX

El Centro, CA 92243 XXXXX

XXXXX

County of Imperial

Clerk of the Board of Supervisors

940 W. Main Street, Suite 209

El Centro, CA 92243

* 1. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier.
  2. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

1. **ENTIRE AGREEMENT**.

This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

1. **MODIFICATION**.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

1. **CAPTIONS**.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

1. **PARTIAL INVALIDITY**.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

1. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS**.
   1. As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender.
   2. CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.
   3. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.
2. **WAIVER**.

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

1. **CHOICE OF LAW**.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this agreement shall be brought in a court of competent jurisdiction within said County.

1. **AUTHORITY**.
   1. Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:
      1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;
      2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;
      3. This Agreement is binding upon CONSULTANT accordance with its terms.
   2. CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing within thirty (30) days of execution of this Agreement.
2. **COUNTERPARTS**.

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

1. **REVIEW OF AGREEMENT TERMS**.
   1. Each Party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.
   2. Each Party represents and warrants to and covenants with the other Party that:
      1. This Agreement in its reduction to final written form is a result of extensive good faith negotiations between the Parties and/or their respective legal counsel; and
      2. The Parties and their legal counsel have had the opportunity to carefully review and examine this Agreement for execution by said Parties.
   3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
2. **NON-APPROPRIATION**.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to CONSULTANT of the unavailability and/or non-appropriation of funds.

1. **FEDERAL TERMS AND CONDITIONS.**

The use of federal funds to pay for the services covered by this Agreement subject the Parties to compliance with all applicable Federal Terms and Conditions cited in **Exhibit “D”**. Contractor agrees to comply with all applicable federal provisions.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first above written.

**COUNTY OF IMPERIAL CONSULTANT**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Luis A. Plancarte, Chairman Name, Title

Imperial County Board of Supervisors Entity Name

**ATTEST**:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Blanca Acosta, Clerk of the Board,

Imperial County

**APPROVED AS TO CONTENT:**

By:

Janette Angulo, Director

Imperial County Public Health Department

**APPROVED AS TO FORM:**

County Counsel, Eric Havens

By:

Steven Yonan, Deputy County Counsel

Imperial County Office of County Counsel

Exhibit A

Request for Proposal (RFP)

Exhibit B

Proposal

Exhibit C

Insurance Requirements

Exhibit D

Federal Requirements