

CITY OF LOS ANGELES

CALIFORNIA

JAIME H. PACHECO-OROZCO
GENERAL MANAGER



DEPARTMENT OF AGING
AN AREA AGENCY ON AGING
221 N. FIGUEROA ST., STE. 500
LOS ANGELES, CA 90012
(213) 482-7252

KAREN BASS
MAYOR

March 12, 2025

Honorable City Council
c/o Office of the City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Honorable Councilmembers:

REQUEST TO ALLOCATE AND APPROPRIATE THE OLDER CALIFORNIANS ACT (OCA) NUTRITION SERVICES GRANT FUNDS OF \$3,438,994 FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND TO EXECUTE CONTRACTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER NUTRITION SERVICES

The City of Los Angeles Department of Aging (LADOA) requests City Council and Mayoral approval to allocate and appropriate the older californians act (OCA) nutrition services grant funds of \$3,438,994 from the California Department of Aging (CDA) and to execute contracts with service providers providing older adult and family caregiver nutrition services, in accordance with ED3, see enclosed ED3 waiver.

For questions regarding this matter, please contact Jaime H. Pacheco-Orozco at (213) 810-4006.

Sincerely,

JAIME H. PACHECO-OROZCO
General Manager

JHP:SY:mn:gdh/2024-25 MOCA Nutrition Services Cover Ltr 031225 (ED3 Waiver)

cc: City Attorney
City Administrative Officer
Chief Legislative Analyst

TRANSMITTAL

TO
Department of Aging

DATE
03/12/2025

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**REQUEST FOR TO ALLOCATE AND APPROPRIATE THE OLDER CALIFORNIANS ACT (OCA)
NUTRITION SERVICES GRANT FUNDS OF \$3,438,994 FROM THE CALIFORNIA DEPARTMENT OF
AGING (CDA) AND TO EXECUTE CONTRACTS WITH SERVICE PROVIDERS PROVIDING OLDER
ADULT AND FAMILY CAREGIVER NUTRITION SERVICES**

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)

CITY OF LOS ANGELES

CALIFORNIA

JAIME H. PACHECO-OROZCO
GENERAL MANAGER



KAREN BASS
MAYOR

DEPARTMENT OF AGING
AN AREA AGENCY ON AGING
221 N. FIGUEROA ST., STE. 500
LOS ANGELES, CA 90012
(213) 482-7252

February 19, 2025

Council File Number: 23-0708
Council Districts: All
Contact Persons & Phone:
Jaime H. Pacheco-Orozco
(213) 810-4006

Honorable Karen Bass
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, California 90012

Attention: Legislative Coordinator

REQUEST FOR AUTHORITY TO ALLOCATE AND APPROPRIATE THE OLDER CALIFORNIANS ACT (OCA) NUTRITION SERVICES GRANT FUNDS OF \$3,438,994 FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND TO EXECUTE CONTRACTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER NUTRITION SERVICES

The General Manager of the Los Angeles Department of Aging (LADOA) respectfully submits this transmittal for your review and approval. Monies awarded through the Older Californians Act Nutrition Services grant will fund nutrition programs delivered by the City's Older Adult System of Care and its Multipurpose Senior Centers for the purpose of modernizing existing service delivery models. This transmittal requests authority to allocate and appropriate the second tranche (Year 2 allocation) of the OCA grant funds from the CDA with senior services providers and to execute contracts with a term from July 1, 2024 through March 31, 2027.

RECOMMENDATIONS

The General Manager of the LADOA requests that the Mayor:

1. AUTHORIZE the General Manager of LADOA, or designee, to negotiate and execute agreements and amendments to agreements with LADOA service providers as outlined in Table 2, Column D to deliver Nutrition Services, subject to review and approval of the City Attorney as to form and legality.

2. AUTHORIZE the Controller to:

- A. Establish new accounts and appropriate \$3,438,994 within Fund Number 67A titled "Funds for Other Aging Grants & Misc. programs" to administer Modernization of Older Californians Act (MOCA) nutrition services grant for the period ending 03/31/2027:

<u>Fund</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
67A	02A102	AGING	\$343,899
67A	02AE15	OCA 3-Brown Bag	\$225,000
67A	02AE16	OCA 3-Groceries	\$1,069,000
67A	02AE17	OCA 3-Intergenerational Activities	\$898,000
67A	<u>02AE18</u>	<u>OCA-3 III C1 & IIC2 Meals</u>	<u>\$903,095</u>
Total			\$3,438,994

- B. Increase appropriations within Fund 100 – Department 02 and transfer funds on an as needed basis (Revenue Source Code 5693) as follows:

	<u>Fund</u>	<u>Dept</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
From:	67A	02	02A102	Aging	\$343,899
To:	100	02	001010	Salaries-General	\$343,899

- C. Expend funds upon proper demand of the General Manager of LADOA or designee.

3. AUTHORIZE the General Manager of LADOA, or designee, to prepare Controller's instructions for any technical adjustments or State budget modifications, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement the instructions.

BACKGROUND

The OCA Nutrition Services funding aims to support the expansion of nutrition services and related projects as well as to modernize the programs as identified under the Older Americans Act (OAA) and OCA. Area Agencies on Aging (AAAs) have the option to choose from a list of approved nutrition projects (Table 1), to expand the traditional modalities of service delivery or to incorporate new and innovative nutrition programs into their existing nutrition programming.

Table 1 – Approved Nutrition Project Options

Project Option	Project Description
Brown Bag Program	The Brown Bag Program provides both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older individuals age 60+.
Groceries	The Groceries Program provides assistance to Older Americans Act participants age 60+ in the form of food items.
Intergenerational Activities	The Intergenerational Activities Program includes efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together or with individuals under the age of 60.
Title III C-1 and C-2 Meals	<p>The Title III C-1 and C-2 Program looks to modernize and/or expand the traditional/existing OCNP programs and appeal to new clients through newer dining modalities including, but not limited to:</p> <p>To-Go Meals: The To-Go Meals option provides meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or who are unable to attend during congregate meal times.</p> <p>Restaurant Option Meals: The Restaurant Option Meals option allows AAAs and/or nutrition providers to contract with foodservice establishments such as restaurants, cafes, food trucks, and grocery stores for hot and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations.</p>
Nutrition Infrastructure* <i>This program was only available for FY 2023-24.</i>	The Nutrition Infrastructure Program provides for building capacity and improving infrastructure for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals.

As a result of the funding reductions this program year in our Congregate (Title III-C1) and Home-Delivered (Title III-C2) Nutrition programs, the Department is recommending that the second tranche of service provider funding be allocated this cycle to the various ASAs on a basis that minimizes the impact on service delivery, prevents service disruptions, and ensures community well-being through this transition period (Table 2, Column D).

On June 30, 2023, the City Council, with Mayoral concurrence, authorized the Department to accept \$11,662,220 of OCA grant funds under Standard Agreement NM-2324-25 and to execute contracts totaling \$1,210,715 with senior service providers for the first tranche of grant funding (CFN 23-0708). The first tranche of monies provided funds for projects under these four program options: Brown Bag, Groceries, Intergenerational Activities, and Title III Meals. As indicated below (Table 2, Column C) funding was allocated essentially evenly across the various Aging Services Areas (ASAs).

Table 2 – Summary of MOCA Grant Funding – Year 1 and Proposed Year 2 Allocations

A	B	C	D	E	F	G
Contractor	Aging Service Area	<u>Year 1</u> 7/1/23 to 3/31/26	<u>Year 2</u> 7/1/24 to 3/31/27	<u>Year 3</u> 7/1/25 to 3/31/28	<u>Year 4</u> 7/1/26 to 3/31/29	TOTAL
Jewish Family Service of Los Angeles	Westside	\$80,000	\$277,550	TBD	TBD	\$357,550
	West Wilshire	\$80,000	\$277,545	TBD	TBD	\$357,545
Mexican American Opportunity Foundation	Eastside	\$90,715	\$191,000	TBD	TBD	\$281,715
ONEGeneration	Northwest Valley	\$80,000	\$191,000	TBD	TBD	000
	Southwest Valley	\$80,000	\$191,000	TBD	TBD	\$271,000
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$80,000	\$191,000	TBD	TBD	000
	Mid Valley	\$80,000	\$191,000	TBD	TBD	\$271,000
	Southeast Valley	\$80,000	\$191,000	TBD	TBD	\$271,000
St. Barnabas Senior Center of Los Angeles	City	\$80,000	\$191,000	TBD	TBD	000
	Northside	\$80,000	\$191,000	TBD	TBD	\$271,000
Watts Labor Community Action Committee	Central	\$80,000	\$191,000	TBD	TBD	000
	South LA	\$80,000	\$191,000	TBD	TBD	\$271,000
	Southwestern	\$80,000	\$191,000	TBD	TBD	\$271,000
	West Adams	\$80,000	\$191,000	TBD	TBD	\$271,000
Wilmington Jaycees Foundation, Inc.	Harbor	\$80,000	\$191,000	TBD	TBD	\$271,000
Single Room Occupancy Housing Corporation	Central Business District	\$0	\$31,000	TBD	TBD	\$31,000
Los Angeles LGBT Center	Citywide	\$0	\$26,000	TBD	TBD	\$26,000
SUBTOTAL		\$1,210,715	\$3,095,095	\$3,095,09	\$3,095,09	\$10,496,000
LADOA Administration	N/A	\$134,523	\$343,899	\$343,899	\$343,899	\$1,166,220
TOTAL		\$1,345,238	\$3,438,994	\$3,438,994	\$3,438,994	\$11,662,220

DISCUSSION

For Fiscal Year 2024-25, the CDA reduced the City's funding level for the Congregate and Home-Delivered Nutrition programs by \$962,738. This reduction was based on a combination of reduced federal funding and updated statewide older adult demographic data. In response, the Department allocated funding to the ASAs for Title III-C1 and Title III-C2 meals based on updated local demographic parameters¹. Table 3 below illustrates the change in funding levels (Table 3, Column E) of each ASA in FY 2024-25 compared to that in FY 2023-24. As seen below, except for five ASAs (Table 3, Column B), all received reductions. The ASAs with the largest increase include the Central ASA (an increase of \$316,367) and the Eastside ASA (an increase of \$226,947); while the ASAs with the largest decrease include the West Wilshire ASA (a decrease of \$505,360) and the Westside ASA (a decrease of \$381,969).

¹ See Attachment A: Table 9, Local Funding Formula & Table 10, Demographic Shifts

Table 3 – Fiscal Year Comparison of OAA and General Fund Nutrition Program Funding

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Contractor	Aging Service Area	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Over / (Under)
Jewish Family Service of Los Angeles	Westside	\$997,875	\$615,906	\$(381,969)
	West Wilshire	\$1,060,353	\$554,993	\$(505,360)
Mexican American Opportunity Foundation	Eastside	\$1,564,926	\$1,791,873	\$226,947
ONEGeneration	Northwest Valley	\$1,192,503	\$1,109,979	\$(82,524)
	Southwest Valley	\$1,647,040	\$1,526,221	\$(120,819)
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$1,026,437	\$1,096,443	\$70,006
	Mid Valley	\$1,246,004	\$1,140,435	\$(105,569)
	Southeast Valley	\$960,389	\$930,622	\$(29,767)
St. Barnabas Senior Center of Los Angeles	City	\$1,781,536	\$1,610,824	\$(170,712)
	Northside	\$1,343,573	\$1,255,494	\$(88,079)
Watts Labor Community Action Committee	Central	\$1,169,245	\$1,485,612	\$316,367
	South LA	\$962,174	\$1,050,758	\$88,584
	Southwestern	\$1,106,766	\$908,626	\$(198,140)
	West Adams	\$1,012,155	\$1,062,602	\$50,447
Wilmington Jaycees Foundation, Inc.	Harbor	\$780,093	\$780,032	\$(61)
Single Room Occupancy Housing Corporation	Central Business District	\$332,156	\$316,252	\$(15,904)
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$476,282	\$460,097	\$(16,185)
Los Angeles LGBT Center	Citywide	\$258,461	\$258,461	\$0
TOTAL		\$18,917,968	\$17,955,230	\$(962,738)

Following the CDA reduction in our staple nutrition funding for FY 2024-25, the Department met with its contracted service providers, discussed the revised allocations, and indicated that the Department would explore methods of using the upcoming tranche of MOCA Nutrition funding to mitigate the adverse impact on funding and service levels to the community. The proposed options include allocating funds (1) evenly across ASAs; (2) using updated local demographic data; (3) on a make-whole basis; or (4) on a hybrid basis. The tables below show a funding reduction (\$16,185) in all options for our nutrition consulting service provider, CNS-RQA-CA, because this entity is ineligible for MOCA Nutrition funds. As indicated above, eligible uses of MOCA funds are listed in Table 1.

The Department carefully considered the following primary methodologies:

1. **Even Distribution Method:** This method entails an equal distribution of funds across all contractors, disregarding demographic shifts and recent funding reductions. This would result in two ASAs experiencing funding reductions.

- Westside ASA: from a reduction of \$381,969 to a reduction of \$82,919
- West Wilshire ASA: from a reduction of \$505,360 to a reduction of \$206,315

Table 4 – Even Distribution Method of Allocating Year 2 Funding

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Contractor	Aging Service Area	Fiscal Year Funding Change	MOCA Year 1 Allocation	MOCA Year 2 Even Distribution Method	Net Allocation Using Even Distribution Method
Jewish Family Service of Los Angeles	Westside	\$(381,969)	\$80,000	\$219,050	\$(82,919)
	West Wilshire	\$(505,360)	\$80,000	\$219,045	\$(206,315)
Mexican American Opportunity Foundation	Eastside	\$226,947	\$90,715	\$200,000	\$517,662
ONEGeneration	Northwest Valley	\$(82,524)	\$80,000	\$200,000	\$197,476
	Southwest Valley	\$(120,819)	\$80,000	\$200,000	\$159,181
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$70,006	\$80,000	\$200,000	\$350,006
	Mid Valley	\$(105,569)	\$80,000	\$200,000	\$174,431
	Southeast Valley	\$(29,767)	\$80,000	\$200,000	\$250,233
St. Barnabas Senior Center of Los Angeles	City	\$(170,712)	\$80,000	\$200,000	\$109,288
	Northside	\$(88,079)	\$80,000	\$200,000	\$191,921
Watts Labor Community Action Committee	Central	\$316,367	\$80,000	\$200,000	\$596,367
	South LA	\$88,584	\$80,000	\$200,000	\$368,584
	Southwestern	\$(198,140)	\$80,000	\$200,000	\$81,860
	West Adams	\$50,447	\$80,000	\$200,000	\$330,447
Wilmington Jaycees Foundation, Inc.	Harbor	\$(61)	\$80,000	\$200,000	\$279,939
Single Room Occupancy Housing Corporation	Central Business District	\$(15,904)	\$0	\$31,000	\$15,096
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$(16,185)	\$0	\$0	\$(16,185)
Los Angeles LGBT Center	Citywide	\$0	\$0	\$26,000	\$26,000
TOTAL		\$(962,738)	\$1,210,715	\$3,095,095	\$3,343,072

2. **Census Data Method:** This approach relies on 2020 Census Data to allocate funds according to demographic shifts within the City affecting each ASA. As with the Even Distribution Method, this would result in two ASAs experiencing funding reductions, although much larger than Method 1.

- Westside from a reduction of \$381,969 to a reduction of \$157,748
- West Wilshire from a reduction of \$505,360 to a reduction of \$277,709

Table 5 – Census Data Method of Allocating Year 2 Funding

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Contractor	Aging Service Area	Fiscal Year Funding Change	MOCA Year 1 Allocation	MOCA Year 2 Census Data Method	Net Allocation Using Census Data Method
Jewish Family Service of Los Angeles	Westside	\$(381,969)	\$80,000	\$145,221	\$(156,748)
	West Wilshire	\$(505,360)	\$80,000	\$147,651	\$(277,709)
Mexican American Opportunity Foundation	Eastside	\$226,947	\$90,715	\$298,948	\$616,610
ONEGeneration	Northwest Valley	\$(82,524)	\$80,000	\$199,299	\$196,775
	Southwest Valley	\$(120,819)	\$80,000	\$274,036	\$233,217
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$70,006	\$80,000	\$190,185	\$340,191
	Mid Valley	\$(105,569)	\$80,000	\$204,768	\$179,199
	Southeast Valley	\$(29,767)	\$80,000	\$167,095	\$217,328
St. Barnabas Senior Center of Los Angeles	City	\$(170,712)	\$80,000	\$289,227	\$198,515
	Northside	\$(88,079)	\$80,000	\$225,427	\$217,348
Watts Labor Community Action Committee	Central	\$316,367	\$80,000	\$216,616	\$612,983
	South LA	\$88,584	\$80,000	\$185,628	\$354,212
	Southwestern	\$(198,140)	\$80,000	\$163,146	\$45,006
	West Adams	\$50,447	\$80,000	\$190,792	\$321,239
Wilmington Jaycees Foundation, Inc.	Harbor	\$(61)	\$80,000	\$140,056	\$219,995
Single Room Occupancy Housing Corporation	Central Business District	\$(15,904)	\$0	\$31,000	\$15,096
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$(16,185)	\$0	\$0	\$(16,185)
Los Angeles LGBT Center	Citywide	\$0	\$0	\$26,000	\$26,000
TOTAL		\$(962,738)	\$1,210,715	\$3,095,095	\$3,343,072

3. **Make Whole Method:** This methodology focuses on addressing the funding shortfalls impacting the Congregate and Home-Delivered Meal Nutrition programs and minimizing the negative impact for affected ASAs. Using this method would ensure that each ASA did not experience a reduction in funding for its nutrition programs. However, this would shift significant funds away from ASAs with increasing numbers of high need older adults.

Table 6 – Make Whole Method of Allocating Year 2 Funding

A	B	C	D	E	F
Contractor	Aging Service Area	Fiscal Year Funding Change	MOCA Year 1 Allocation	MOCA Year 2 Make Whole Method	Net Allocation Using Make Whole Method
Jewish Family Service of Los Angeles	Westside	\$(381,969)	\$80,000	\$418,969	\$117,000
	West Wilshire	\$(505,360)	\$80,000	\$542,360	\$117,000
Mexican American Opportunity Foundation	Eastside	\$226,947	\$90,715	\$113,000	\$430,662
ONEGeneration	Northwest Valley	\$(82,524)	\$80,000	\$199,524	\$197,000
	Southwest Valley	\$(120,819)	\$80,000	\$198,819	\$158,000
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$70,006	\$80,000	\$113,000	\$263,006
	Mid Valley	\$(105,569)	\$80,000	\$198,569	\$173,000
	Southeast Valley	\$(29,767)	\$80,000	\$146,377	\$196,610
St. Barnabas Senior Center of Los Angeles	City	\$(170,712)	\$80,000	\$238,712	\$148,000
	Northside	\$(88,079)	\$80,000	\$195,721	\$187,642
Watts Labor Community Action Committee	Central	\$316,367	\$80,000	\$113,000	\$509,367
	South LA	\$88,584	\$80,000	\$113,000	\$281,584
	Southwestern	\$(198,140)	\$80,000	\$236,140	\$118,000
	West Adams	\$50,447	\$80,000	\$113,000	\$243,447
Wilmington Jaycees Foundation, Inc.	Harbor	\$(61)	\$80,000	\$113,000	\$192,939
Single Room Occupancy Housing Corporation	Central Business District	\$(15,904)	\$0	\$15,904	\$0
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$(16,185)	\$0	\$0	\$(16,185)
Los Angeles LGBT Center	Citywide	\$0	\$0	\$26,000	\$26,000
TOTAL		\$(962,738)	\$1,210,715	\$3,095,095	\$3,343,072

After careful consideration of each of the three options, the Department recommends a hybrid allocation that would best minimize adverse impacts on service delivery, prevent operational disruptions, and uphold community well-being. The proposed hybrid methodology aligns with the prior year's Even Allocation methodology and combines elements of the Make Whole method. The Even Allocation method promotes baseline support across all ASAs, while the Make Whole Allocation method attempts to minimize rapid reductions in service levels that would result from local demographic shifts coupled with state funding reductions.

The Department's recommendation to adopt a hybrid approach for the second tranche of funds provides for a soft transition for the Older Adult System of Care nutrition providers. This hybrid strategy enhances stability, enabling agencies to maintain service levels this year and provides greater time to prepare for future funding challenges. While this approach would result in reductions in two ASAs, it would dampen the large swing in funding that a Census-based approach would have on the ASAs service levels.

- Westside from a reduction of \$381,969 to a reduction of \$24,419
- West Wilshire from a reduction of \$505,360 to a reduction of \$147,815

Table 7 – Hybrid Method of Allocating Year 2 Funding

A	B	C	D	E	F
Contractor	Aging Service Area	Fiscal Year Funding Change	MOCA Year 1 Allocation	MOCA Year 2 Hybrid Method	Net Allocation Using Hybrid Method
Jewish Family Service of Los Angeles	Westside	\$(381,969)	\$80,000	\$277,550	\$(24,419)
	West Wilshire	\$(505,360)	\$80,000	\$277,545	\$(147,815)
Mexican American Opportunity Foundation	Eastside	\$226,947	\$90,715	\$191,000	\$508,662
ONEGeneration	Northwest Valley	\$(82,524)	\$80,000	\$191,000	\$188,476
	Southwest Valley	\$(120,819)	\$80,000	\$191,000	\$150,181
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$70,006	\$80,000	\$191,000	\$341,006
	Mid Valley	\$(105,569)	\$80,000	\$191,000	\$165,431
	Southeast Valley	\$(29,767)	\$80,000	\$191,000	\$241,233
St. Barnabas Senior Center of Los Angeles	City	\$(170,712)	\$80,000	\$191,000	\$100,288
	Northside	\$(88,079)	\$80,000	\$191,000	\$182,921
Watts Labor Community Action Committee	Central	\$316,367	\$80,000	\$191,000	\$587,367
	South LA	\$88,584	\$80,000	\$191,000	\$359,584
	Southwestern	\$(198,140)	\$80,000	\$191,000	\$72,860
	West Adams	\$50,447	\$80,000	\$191,000	\$321,447
Wilmington Jaycees Foundation, Inc.	Harbor	\$(61)	\$80,000	\$191,000	\$270,939
Single Room Occupancy Housing Corporation	Central Business District	\$(15,904)	\$0	\$31,000	\$15,096
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$(16,185)	\$0	\$0	\$(16,185)
Los Angeles LGBT Center	Citywide	\$0	\$0	\$26,000	\$26,000
TOTAL		\$(962,738)	\$1,210,715	\$3,095,095	\$3,343,072

Table 8 summarizes the ASA net funding levels by the various distribution methodologies discussed in this report and highlights the Department's decision to adopt the hybrid model in allocating the OCA Nutrition Services Year 2 (second tranche) funding. The Department is requesting authorization to execute contracts (Attachment B) with current senior nutrition service providers using the hybrid method for the second tranche of grant funds as specified in Table 2. Most of these funds will be allocated to the Title III Meals program, offsetting the reduction in funding and ensuring that communities in need continue to receive essential services. In accordance with City contracting processes, the Office of the City Administrative Officer completed the Executive Directive 3 (ED3) review on February 1, 2024 (CAO File No. 0130-02151-0000).

Table 8 – Net Funding Level Summary of the Distribution Methodologies

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Contractor	Aging Service Area	Even Distribution	Census Based Distribution	Make Whole	Hybrid Method (Make Whole + Even Distribution)
Jewish Family Service of Los Angeles	Westside	\$(82,919)	\$(156,748)	\$117,000	\$(24,419)
	West Wilshire	\$(206,315)	\$(277,709)	\$117,000	\$(147,815)
Mexican American Opportunity Foundation	Eastside	\$517,662	\$616,610	\$430,662	\$508,662
ONEGeneration	Northwest Valley	\$197,476	\$196,775	\$197,000	\$188,476
	Southwest Valley	\$159,181	\$233,217	\$158,000	\$150,181
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	\$350,006	\$340,191	\$263,006	\$341,006
	Mid Valley	\$174,431	\$179,199	\$173,000	\$165,431
	Southeast Valley	\$250,233	\$217,328	\$196,610	\$241,233
St. Barnabas Senior Center of Los Angeles	City	\$109,288	\$198,515	\$148,000	\$100,288
	Northside	\$191,921	\$217,348	\$187,642	\$182,921
Watts Labor Community Action Committee	Central	\$596,367	\$612,983	\$509,367	\$587,367
	South LA	\$368,584	\$354,212	\$281,584	\$359,584
	Southwestern	\$81,860	\$45,006	\$118,000	\$72,860
	West Adams	\$330,447	\$321,239	\$243,447	\$321,447
Wilmington Jaycees Foundation, Inc.	Harbor	\$279,939	\$219,995	\$192,939	\$270,939
Single Room Occupancy Housing Corporation	Central Business District	\$15,096	\$15,096	\$-	\$15,096
CNS-RQA-CA, Inc.	Consultant Nutrition Services	\$(16,185)	\$(16,185)	\$(16,185)	\$(16,185)
Los Angeles LGBT Center	Citywide	\$26,000	\$26,000	\$26,000	\$26,000
TOTAL		\$3,343,072	\$3,343,072	\$3,343,072	\$3,343,072

FISCAL IMPACT STATEMENT

The proposed actions involve the allocation of OCA Nutrition Services grant funds from CDA. There is no additional impact to the City General Fund.

Copies of this transmittal and attachments are being forwarded to the City Attorney and the Council on Aging for concurrent review and approval.

Sincerely,



JAIME H. PACHECO-OROZCO
General Manager

JHP:SY;mn:gdh/MOCA Nutrition Services – 2nd Year Allocation

Attachments

cc: Chris Lee, Deputy City Attorney
Allison Lamas, Office of the City Administrative Officer
Maria D. Gutierrez, Office of the City Administrative Officer
Tony Wilkinson, Los Angeles Council on Aging

Attachment A

Table 9 – Local Funding Formula

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Contractor	Aging Service Area	FY 2023-2024 Funding Formula %	FY 2024-2025 Funding Formula %	Over / Under
Jewish Family Service of Los Angeles	Westside	5.59%	3.64%	-1.95%
	West Wilshire	5.94%	3.28%	-2.66%
Mexican American Opportunity Foundation	Eastside	8.76%	10.59%	1.83%
ONEGeneration	Northwest Valley	6.70%	6.56%	-0.14%
	Southwest Valley	9.22%	9.02%	-0.20%
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	5.75%	6.48%	0.73%
	Mid Valley	6.98%	6.74%	-0.24%
	Southeast Valley	5.38%	5.50%	0.12%
St. Barnabas Senior Center of Los Angeles	City	9.98%	9.52%	-0.46%
	Northside	7.52%	7.42%	-0.10%
Watts Labor Community Action Committee	Central	6.55%	8.78%	2.23%
	South LA	5.39%	6.21%	0.82%
	Southwestern	6.20%	5.37%	-0.83%
	West Adams	5.67%	6.28%	0.61%
Wilmington Jaycees Foundation, Inc.	Harbor	4.37%	4.61%	0.24%
		100.00%	100.00%	0.00%

Table 10 – Demographic Shifts

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Contractor	Aging Service Area	Year	Frail	Low Income	Minority (LEP)	Total Population	TOTAL
Jewish Family Service of Los Angeles	Westside	2010	7.50%	4.44%	3.00%	7.37%	22.31%
		2020	4.01%	2.53%	2.75%	5.59%	14.88%
		+ / -	-3.49%	-1.91%	-0.25%	-1.78%	-7.43%
	West Wilshire	2010	7.48%	5.93%	3.09%	7.22%	23.72%
		2020	3.97%	2.27%	1.79%	5.36%	13.39%
		+ / -	-3.51%	-3.66%	-1.30%	-1.86%	-10.33%
Mexican American Opportunity Foundation	Eastside	2010	7.62%	8.00%	11.81%	7.64%	35.07%
		2020	10.06%	9.37%	13.24%	9.60%	42.27%
		+ / -	2.44%	1.37%	1.43%	1.96%	7.20%
ONEGeneration	Northwest Valley	2010	8.61%	3.97%	5.56%	8.54%	26.68%
		2020	7.35%	4.39%	6.12%	8.63%	26.49%
		+ / -	-1.26%	0.42%	0.56%	0.09%	-0.19%
	Southwest Valley	2010	11.63%	8.38%	5.48%	11.36%	36.85%
		2020	10.66%	7.52%	6.45%	11.66%	36.29%
		+ / -	-0.97%	-0.86%	0.97%	0.30%	-0.56%

Attachment A

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Contractor	Aging Service Area	Year	Frail	Low Income	Minority (LEP)	Total Population	TOTAL
San Fernando Valley Interfaith Council, Inc.	Northeast Valley	2010	5.94%	4.16%	6.87%	6.06%	23.03%
		2020	7.02%	5.16%	6.85%	6.88%	25.91%
		+ / -	1.08%	1.00%	-0.02%	0.82%	2.88%
	Mid Valley	2010	6.68%	6.93%	7.43%	6.92%	27.96%
		2020	6.87%	7.58%	5.69%	6.80%	26.94%
		+ / -	0.19%	0.65%	-1.74%	-0.12%	-1.02%
	Southeast Valley	2010	6.71%	5.03%	2.95%	6.85%	21.54%
		2020	6.39%	4.89%	4.24%	6.52%	22.04%
		+ / -	-0.32%	-0.14%	1.29%	-0.33%	0.50%
St. Barnabas Senior Center of Los Angeles	City	2010	7.38%	13.35%	11.84%	7.38%	39.95%
		2020	7.27%	12.70%	10.98%	7.11%	38.06%
		+ / -	-0.11%	-0.65%	-0.86%	-0.27%	-1.89%
	Northside	2010	7.23%	8.86%	6.83%	7.18%	30.10%
		2020	6.03%	9.36%	7.58%	6.89%	29.86%
		+ / -	-1.20%	0.50%	0.75%	-0.29%	-0.24%
Watts Labor Community Action Committee	Central	2010	4.23%	9.85%	7.74%	4.40%	26.22%
		2020	8.51%	12.41%	8.25%	5.31%	34.48%
		+ / -	4.28%	2.56%	0.51%	0.91%	8.26%
	South LA	2010	4.07%	5.87%	7.52%	4.14%	21.60%
		2020	6.14%	6.07%	7.64%	4.70%	24.55%
		+ / -	2.07%	0.20%	0.12%	0.56%	2.95%
	Southwestern	2010	5.84%	5.83%	7.35%	5.77%	24.79%
		2020	5.89%	5.07%	5.62%	4.65%	21.23%
		+ / -	0.05%	-0.76%	-1.73%	-1.12%	-3.56%
	West Adams	2010	4.27%	6.64%	7.48%	4.31%	22.70%
		2020	5.30%	6.24%	8.33%	5.25%	25.12%
		+ / -	1.03%	-0.40%	0.85%	0.94%	2.42%
Wilmington Jaycees Foundation, Inc.	Harbor	2010	4.81%	2.75%	5.06%	4.86%	17.48%
		2020	4.55%	4.47%	4.47%	5.06%	18.55%
		+ / -	-0.26%	1.72%	-0.59%	0.20%	1.07%

Census Category Weight Factors

30.00%	Frail Older Adult-With a self-care difficulty
25.00%	Low Income (below poverty level) Older Adult
25.00%	Older Adult Minority - All categories (focus on Limited English Proficiency)
20.00%	Total Older Adult Population
100.00%	Total

Attachment B

CITY OF LOS ANGELES STANDARD LANGUAGE

Agreement No. ()

Project Title: MODERNIZING THE OLDER CALIFORNIANS ACT
NUTRITION PROJECT

Contractor: «Agency»

Doing Business As: N/A

Type of Organization: NON-PROFIT 501(c)3

Corporate Number: «CorporateNumber»

UEI (Unique Entity ID)
Number: «UEI»

CFDA:

	CFDA Number	Title	Year	Award Number	Award Name
	N/A	N/A	N/A	N/A	N/A

Center(s): N/A

Delivery Service Area
(if applicable) «Aging_Service_Area»

TABLE OF CONTENTS

SECTION	PAGE
1. <u>INTRODUCTION</u>	2§101
TERMS OF AGREEMENT	2§102
NOTICES	2§103
SERVICE OF NOTICES	2§104
INDEPENDENT CONTRACTOR	2§105
CONDITIONS PRECEDENT TO THE EXECUTION	3§106
CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS	4§107
CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES	52.
<u>TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY</u>	5§201
TIME OF PERFORMANCE	5§202
SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY	5§203
BUDGET	63.
<u>COMPENSATION</u>	7§301
CONTRACTOR COMPENSATION	74.
<u>METHODS AND PROCEDURES GOVERNING PAYMENT</u>	10§401
WITHHELD PAYMENTS	10§402
FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT	10§403
ALLOWABLE AND UNALLOWABLE COSTS	10§404
PROGRAM INCOME	11§405
RETURN OF PROGRAM INCOME	12§406
RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS	12§407
VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS	125.
<u>STANDARD PROVISIONS</u>	12§501
INSURANCE	12§502
NONDISCRIMINATION AND AFFIRMATIVE ACTION	14§503
CONFLICT OF INTEREST	14§504
COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS	16§505
FEDERAL, STATE AND LOCAL TAXES	22§506
INVENTIONS, PATENTS AND COPYRIGHTS	226.
<u>GRANT REQUIREMENTS</u>	22§601
REPORTING REQUIREMENTS	22§602
MAINTENANCE OF RECORDS	23§603
CUSTOMER/APPLICANT FILES	23§604
EQUIPMENT RECORDS	23§605
PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES	24§606
ACCOUNTING PRACTICES	25§607
DOCUMENTATION OF EXPENDITURES	26§608
AUDITS AND INSPECTIONS	26§609
CONFIDENTIALITY OF INFORMATION	27§610
SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS	30§611
RESTRICTION ON DISCLOSURES	30§612
MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS	30§613
REQUIRED STATEMENTS ON PUBLICATIONS	30§614
PRESS RELEASES – PUBLIC INFORMATION	30§615
NOTICE TO CITY OF LABOR DISPUTES	31§616
LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD	31§617
TECHNICAL ASSISTANCE	31§618
PROHIBITION OF LEGAL PROCEEDINGS	31§619
ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE	31§620
FAITH-BASED ACTIVITIES	31§621
CHILD ABUSE	327.
<u>SUBCONTRACT AND PROCUREMENT PROCEDURES</u>	328.

<u>REMEDIES</u>	32§801
DEFAULTS	32§802
NOTICE TO CORRECT PERFORMANCE	33§803
SUSPENSION OF THE AGREEMENT	33§804
TERMINATION OF AGREEMENT	33§805
NOTICES OF SUSPENSION OR TERMINATION	349.
<u>MISCELLANEOUS</u>	34§901
SURVIVAL OF TERMS AND CONDITIONS	34§902
ORDER OF PRECEDENCE	34§903
RATIFICATION CLAUSE	35§904
COUNTERPARTS AND FACSIMILE SIGNATURES	35§905
NUMBER OF PAGES AND ATTACHMENTS	3510.
<u>SIGNATURE PAGE</u>	36

EXHIBITS

EXHIBIT A	STANDARD CITY PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	NOTICE OF PROHIBITION AGAINST RETALIATION
EXHIBIT D	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
EXHIBIT E	CERTIFICATION REGARDING LOBBYING
EXHIBIT F	MANAGEMENT REPRESENTATION STATEMENT
EXHIBIT G	SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
EXHIBIT H	INVENTIONS, PATENTS, AND COPYRIGHTS
EXHIBIT I	PSA FOCAL POINTS – MPC CENTERS
EXHIBIT J	SUBCONTRACTING AND PROCUREMENT

AGREEMENT NUMBER «Agreement_no» OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
«Agency_Cap»
RELATING TO
THE MODERNIZING THE OLDER CALIFORNIANS ACT NUTRITION PROJECT

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and «Agency», a California nonprofit corporation (Contractor) for the provision of services related to Modernizing the Older Californians Act (MOCA) Project.

RECITALS

WHEREAS, the City has entered into Grant Agreement (Agreement number MOU AAA-2425-25) with the State of California and the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965 (OAA), as amended to establish the Area Agency on Aging in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and

WHEREAS, the Los Angeles Department of Aging (LADOA), has been designated by the City to develop the Annual Area Plan for Progress Toward a Comprehensive, Coordinated Service System for Older Persons, (Plan), and to provide for the planning, coordination and administration of the Plan funded under Titles III-B, III-C1, III-C2, III-D, III-E, V, VII-A, and VII-B of the OAA, Proposition A - Transportation Funds, and/or City General Fund (CGF); and

WHEREAS, LADOA cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the Multipurpose, Social Services, Nutrition and Transportation Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by CDA and/or City pursuant to the OAA Program; and

WHEREAS, the City entered into Grant Agreement (Agreement number NM-2324-25) with CDA for the provision of services related to MOCA Project which supports the expansion and innovation of supportive service programs and the expansion and modernization of Title III-C1 and Title III-C2 Nutrition programs identified under the OAA and Older Californians Act (OCA); and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Numbers 23-0665, 23-0700 and 23-0708 dated 06/30/2023, 06/30/2023 and 06/30/2023 respectively) that authorizes the General Manager of LADOA to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

1. **INTRODUCTION**

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which is attached hereto as Exhibit A and incorporated herein, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

Jaime H. Pacheco-Orozco, General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

Frank Mier, Director
Los Angeles Department of Aging
Program Management Division

B. The Contractor, represented by:

«First_Name» «Last_Name», «Title»
«Add_1»
«Add_City», California «Add_Zip»

With copies to:

«CC1_Name», «CC2_Title»
«Add_1»
«Add_City», California «Add_Zip»

§103 SERVICE OF NOTICES

- A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.
- B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 INDEPENDENT CONTRACTOR

Pursuant to this Agreement, Contractor is acting 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 this Agreement, and Contractor shall so inform each employee organization and each employee who is

hired or retained under this Agreement. 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.

§105 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:
1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.
 3. If the City has approved the advancement of OAA/OCA, Prop A Transportation, and/or CGF funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds, The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §503(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*

8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200 Section 200.214 and 29 CFR Parts 97.35 and 98.510 attached hereto as Exhibit D and incorporated herein.
10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on RAMP at www.rampla.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provision for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein.

§106 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

- A. Organizational Charts/Job Descriptions:
 1. Organization Chart of the OAA/OCA, Prop A Transportation, and/or CGF program(s), which indicate the relative positions of all personnel, authorized by the LADOA approved Budget Documents, Part B; Budget Justifications, Cost Category 1000 – Personnel Cost (Wages and Employee Benefits).
 2. Job Descriptions, individual job descriptions for all personnel authorized by the LADOA approved Budget Documents, Part B; Budget Justifications, Cost Category 1000 – Personnel Costs (Wages and Employee Benefits). All revisions shall be submitted to the City.
- B. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.
- C. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
- D. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

- E. Board of Directors meeting minutes.

The Contractor shall maintain minutes of all board meetings and provide these records to the City upon request.

§107 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2024 to June 30, 2025, and any additional time up to forty-five (45) days to complete closeout activities provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Scope of Work shall consist of senior services provided pursuant to the OAA under Title III (parts B and C), which provides for social and nutrition services to persons aged sixty (60) and older with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to minorities and those who are non or limited English speaking whose income is at or below poverty. These services shall be provided at a senior Multi-Purpose Center (MPC) and/or mini senior Multi-Purpose Center (mini-MPC) (as appropriate) which serves as designated focal point(s) in each of the fifteen (15) Aging Service Areas (ASAs), and the Central Business District within the boundaries of the City of Los Angeles. The Planning and Service Area (PSA) list of focal points throughout the City of Los Angeles is attached hereto as Exhibit I and incorporated herein.

MOCA grant funds provide for the expansion of scope of existing supportive services programs and innovation of community-based service programs that address the evolving needs of older adults, people with disabilities, and caregivers. In addition, MOCA grant funds allows for the expansion of existing nutrition services programs and the modernization of traditional nutrition programs by adding new modalities in the delivery of nutrition programs. The Contractor is responsible for providing following program activities as specified by the funding outlined in §301.

A. Nutrition Program

1. Brown Bag Program

The Brown Bag program provides both surplus and donated edible fruits, vegetables, and other unsold products to low-income older adults sixty (60) of age or older.

2. Groceries Program

The Groceries program provides assistance to participants enrolled in Older Americans Act (OAA) programs who are age 60+ with food items.

3. Intergenerational Activities Program

Intergenerational Activities program activities include efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program together with individuals under the age of 60 (young children or younger adults).

4. Title C-1 and C2 Meal Program

Title C-1 and C-2 Meals program activities include efforts to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to, the following:

a. To-Go Meals

The To-Go meals program activity is a new modality where meals that are picked by the OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate meal times.

b. Restaurant Option Meals

The Restaurant Option program activity is a new modality where Area Agencies on Aging (AAAs) and/or nutrition providers contract with food service establishments, such as restaurants, cafes, food trucks, and grocery stores, for food and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations.

B. Scope of Work

1. The detailed Scope of Work is attached hereto as Exhibit G and incorporated herein.

2. The Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget. The approved Budget documents (Budget) shall control Contractor expenditures and become an integral part of the contract.

B. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein.

C. The Budget shall be submitted with all back-up documentation as required and/or a cost allocation plan, if necessary and appropriate.

- D. The Budget shall also describe all subcontractor services to be used by Contractor and the payment procedures for subcontractors.
- E. Budgets described herein shall be adhered to unless modified and approved by City in writing.
- F. Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the City and, if applicable, must be approved by City and Grantor during the term of this Agreement to be effective. Contractor shall not expend grant funds on modified budget items until such modifications are approved by the City.

3. **COMPENSATION**

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay the Contractor an amount not to exceed «Funds_Worded» Dollars (\$«GrantFund_Total»), for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the various funding streams as set forth in the Funding Allocation table below, and shall be spent in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, Contractor's compliance with the City's indemnification and insurance requirements, Contractor's satisfactory performance of the Scope of Work, and Contractor's compliance with the terms and conditions contained herein.
2. Funding allocation for the full term of this Agreement shall be as follows:

<<ASA NAME>> ASA July 1, 2024 Through June 30, 2025	MOCA Nutrition Services July 1, 2024 Through June 30, 2025	TOTAL FUNDS
Brown Bag	\$«GrantFund_BrownBag»	\$«GrantFund_BrownBag»
Groceries	\$«GrantFund_Groc»	\$«GrantFund_Groc»
Intergenerational Activities	\$«GrantFund_INTL»	\$«GrantFund_INTL»
Title III C-1	\$«GrantFund_C1»	\$«GrantFund_C1»
Title III C-2 Meals	\$«GrantFund_C2»	\$«GrantFund_C2»
TOTAL FUNDING	\$«GrantFund_Total»	\$«GrantFund_Total»

In accordance with Title 2 CFR §200.331(a), *Requirements for pass-through entities*, Federal Award Identification information is as follows:

Federal Award Identification Number (FAIN):	N/A
Federal Award Date:	N/A
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

4. The Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601 herein.
5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. The Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
8. If applicable, Contractor is required to provide a 10% match of the total net funding amount (total program funding less non-matching share and program income) for programs funded through the OAA. Match must be reflected in the approved budget and incorporated herein by reference. Matching funds must be fully documented and are subject to City audit.

B. Funding of Agreement

Funding for the Scope of Work and the Budgets are subject to the continuing availability of federal, State and/or City's funds for this program to the City. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of grant funds.

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review the Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to the Contractor and as set forth by a written amendment.
2. The Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. The Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. The Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that the Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other

documents as required by City within fifteen (15) days after the termination date of this Agreement.

- D. **Stand-In Costs:** The Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. **Profit:** The Contractor shall comply with any City Directives regarding profit or return on investment.
- F. **Indirect Costs**
 - 1. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 - 2. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
 - 3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 - 4. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 - 5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].
- G. **Applicable Discounts:** The Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. **Concurrent Enrollment:** If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. **Match Requirements:** The Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. **Overtime Work:** Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.
- K. **Travel:** Must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.

- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to the Contractor in the event that the City determines that (i) the Contractor has failed to provide adequate services as required in this Agreement, (ii) the Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.
- M. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within fifteen (15) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200 and 2900, and with the principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
 - 3. Be fully documented and determined in accordance with GAAP.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

B. Certain costs and expenditures are unallowable under 2 CFR Part 200, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. Contributions and donations.
4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Insurance policies offering protection against debts established by the federal government.
11. Costs prohibited by §200.450 and CFR Part 93 include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 2 CFR 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.
- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within fifteen (15) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than fifteen (15) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within fifteen (15) days following the termination or completion of this Agreement. Failure by Contractor to comply with the fifteen (15) day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the fifteen (15) days shall not be paid by the City, unless a written extension of deadline is granted.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

- A. General Conditions
 - 1. During the Term and without limiting Contractor's duty of indemnification herein, 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 B 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 5/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, 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 coverage; 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; and 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 insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. 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 on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** 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 **KwikComply™** at <https://Kwikcomply.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 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 to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. 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 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.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term 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.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California 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.

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

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief. 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. 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), but not more than the Equal Employment Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, 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. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by 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, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

The City's Agreement prohibits Contractors from allowing employees to be members of its Board of Directors if the employee receives any financial benefit from the City agreement. All Contractors and Subcontractors are required to notify the City immediately upon discovery that a potential conflict of interest situation exists or may come into existence due to upcoming contractual/business dealings prior to the execution of a new City agreement or amendment.

If an existing or pending conflict of interest situation(s) is not brought to the attention of the City prior to execution of the agreement/contract or amendment, and subsequent audit or monitoring visits determine that a conflict of interest does exist, the City will NOT approve a Contractor/Subcontractor's request for waiver/exception of the conflict of interest. Further, the City will question and may disallow any and all costs associated with that conflict of interest.

All exceptions/waivers to conflicts of interest that have been previously granted must be reviewed before execution of a new City-Funded agreement or amendment.

A. No City-funded Employees as Board Members

The City will not execute any agreements and/or amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in §503 herein. The Code shall be submitted to the City for approval prior to execution of this Agreement.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

- 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. A "subcontract" is any agreement entered into by a Contractor or Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements, for the purchase of goods or services with any funds provided by this Agreement.
4. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
5. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
6. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
7. Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.
8. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.
9. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
10. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
11. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor."
12. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.
- D. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. Federal Award Requirements

Contractor shall comply with the provisions of 2 C.F.R., Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

If federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and 2 CFR Parts 200 and 2900; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Subcontracts and Procurement

a. Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

b. Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for

programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 et seq.).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) 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 California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by Employment Development Department (EDD).

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" (LEP), which requires recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by person with LEP as more fully described in U.S. Department of Housing and Urban Development's (HUD's) final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of disability.

- d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).

- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 et seq. and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §105(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

11. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 et. seq.).

12. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 et seq.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.
14. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.
15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.
16. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.
17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
2. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
3. Federal Acquisition Regulation, 48 CFR, Part 31.
4. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

C. Statutes and Regulations Applicable to the OAA and/or OCA Funded Agreements, as applicable:

1. Grantees must comply with Area Agency financial and program reporting requirements for Title III-B, Title III-C, Title III-D, Title III-E, Title VII and Ombudsman funding.

2. The Grantee must comply with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations and the Area Agency, including, but not limited to:
 - a. Older Americans Act of 1965, as amended; and
 - b. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Part 92).

§505 FEDERAL, STATE AND LOCAL TAXES

Federal, State, and local taxes shall be the responsibility of Contractor as an independent contractor and not as a City employee.

§506 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit H and incorporated herein.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report – Due on or before the tenth (10th) day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the tenth (10th) day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the fifth (5th) day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the two (2) months preceding the month for which the cash is requested.
 2. Closeout Report
 - a. Within fifteen (15) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

- b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the fifteen (15) day closeout date following the termination of this Agreement, unless a written extension of this deadline is granted. The City shall provide to Contractor the City closeout forms at least thirty (30) days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

- A. **Record Retention:** Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of three (3) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. See 2 CFR Section 200.333-337.
- B. **Location of Records:** Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents; 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

- A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit and is expected to have a useful life of one (1) year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, computing devices, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; (4) source of acquisition (5) condition of the equipment; (6) title holder; (7) date of disposition and sale price, if applicable; and (8) location.

- B. All equipment obtained under this Agreement shall require justification from the Contractor and approval from the City.
- C. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- D. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term "equipment" as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.
 2. No modifications shall be made to the property without the prior written approval of City.
 3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
 - D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of Internal Controls in accordance with standard accounting practices.
 1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
 - b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
 - d. Source documentation, which includes, but is not limited to, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans, shall be maintained to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

- f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.
- C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Parts 200 and 2900 (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to LADOA's Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LADOA, and/or
 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services,

the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.
2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - a. Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - b. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094 (c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - c. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
4. Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
5. Contractor shall notify City within twenty-four (24) hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - a. Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
 - b. If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement.

This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
9. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
10. Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
11. All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business or if a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.
12. Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
13. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
14. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of

any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with State and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

- A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Client Tracking System (CTS) prescribed by the City for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
- C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 REQUIRED STATEMENTS ON PUBLICATIONS

Contractor shall assure that materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- A. Include the statement, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- B. Give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

§614 PRESS RELEASES – PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or HUD or their officials, employee or representatives.

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.
- B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and

expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit J, which is attached hereto and incorporated herein, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §802 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.
- B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §105.A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a thirty (30) day notice to terminate the Agreement. Upon the receipt of such 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 or as otherwise approved by the City.

- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, 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.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement 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.
- J. If, after notice of termination of this Agreement, 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 Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement.

§902 ORDER OF PRECEDENCE

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the other exhibits and attachments hereto, and (iv) any documents provided by Contractor.

§903 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services 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 ratified and accepted.

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that electronic signatures (facsimile, .pdf, or in any other electronic format designed by the City), and sent by e-mail, shall be deemed original signatures.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in THREE (3) duplicate originals, each of which is deemed to be an original. This Agreement includes THIRTY-SEVEN (37) pages, and TEN (10) exhibits that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly appointed representatives.

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Deputy City Attorney

By: _____

Jaime H. Pacheco-Orozco
General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For: «Agreement_no»«Agency_Cap»

*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

By: _____

By: _____

Name: «Agreement_no»«SignatoryName1»

Title: «Agreement_no»«SignatoryTitle1»

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name: «Agreement_no»«SignatoryName2»

Title: «Agreement_no»«SignatoryTitle2»

UEI Number: «UEI»

Business Tax Registration Certificate Number: «Agreement_no»«BTRC Number»

Internal Revenue Service Number: «IRS Number»

Council File Number: 23-0665; Date of Approval: 06/30/2023

Council File Number: 23-0700; Date of Approval: 06/30/2023

Council File Number: 23-0708; Date of Approval: 06/30/2023

Agreement Number _____ of City Contracts, Amendment Number N/A

EXHIBIT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit B	<u>Insurance Contractual Requirements</u>	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 of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. 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, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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 federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. 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**;
- 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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract 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-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **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 effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, 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, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. 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 **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. 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 been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **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-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed 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), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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 or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **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, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-20. 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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit B hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit B hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit B hereto. Exhibit B is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. 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-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall 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. **CONTRACTOR** shall not discriminate 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. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract 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 **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall 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 Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. 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 by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California 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 time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ Workers' Compensation (WC) and Employer's Liability (EL)
WC StatutoryEL

\$1,000,000

☒ Waiver of Subrogation in favor of City☒ Longshore & Harbor Workers☐ Jones Act

☒ General Liability

\$1,000,000

☒ Products/Completed Operations☒ Sexual Misconduct _____☒ Fire Legal Liability _____☒ _____

☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

☒ Professional Liability (Errors and Omissions)

\$1,000,000

☒ Discovery Period 12 Months After Completion of Work or Date of Termination.

Property Insurance (to cover replacement cost of building - as determined by insurance company)
☒ All Risk Coverage☒ Boiler and Machinery☒ Flood _____☒ Builder's Risk☒ Earthquake _____☒ _____

Pollution Liability
☒ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds
 contract price

100% of the

Crime Insurance

Other: _____

EXHIBIT C

CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City may not discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

Rev. 07/13

AGREEMENT NUMBER: (_____)

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit D (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

MANAGEMENT REPRESENTATION STATEMENT

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True ☐ False ☐

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True ☐ False ☐

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True ☐ False ☐

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True ☐ False ☐

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True ☐ False ☐

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☐ False ☐

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
- True ☐ False ☐
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
- True ☐ False ☐
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
- True ☐ False ☐
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
- True ☐ False ☐
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
- True ☐ False ☐
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- True ☐ False ☐
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
- True ☐ False ☐
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.
- True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

In keeping with this program intention, mutually developed performance outcomes and measures will be established for this contract. The Contractor's performance will be evaluated based on consideration of the units of service in Exhibit G incorporated by this reference and the performance outcomes and measures.

- A. The Contractor shall plan, develop, operate, and manage the programs, which are the subject of this Agreement, in compliance with governmental codes, regulations, and directives applicable to such programs and as defined in this Agreement.

The Contractor shall coordinate with the Regional Nutritionist Contractor to ensure that nutrition education and counseling are provided to congregate and home-delivered participants.

The Contractor shall be responsible for the reporting of the monthly Management Information System (MIS) data to the Los Angeles Department of Aging (LADOA) on fall prevention education, fall prevention counseling, nutrition education and nutrition counseling.

B. **Targeting of Services**

1. Services shall be targeted to seniors sixty years of age or older (60+) with emphasis on serving seniors with greatest economic and social need, and with particular attention to underrepresented community members. The Older Americans Act (OAA) defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans for purposes of providing statistical data to the Grantor in accordance with the statewide uniform reporting system established by state and federal reporting provisions.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, including that caused by being a member of an underrepresented community, which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. **Units of Service**

The units of service referred to in this Agreement are in accordance with those standard units of service defined in the operations manual issued by California Department of Aging (CDA), a copy of which has been furnished to the Contractor by the City.

D. **Multipurpose Center**

The Multipurpose Center(s) (MPCs) shall serve as the community focal point on aging where older persons sixty years of age or older (60+) can come together for services and activities, which enhance their dignity, support their independence and encourage their involvement in and with the community. Using the 2010 Census as adjusted by the post enumeration survey, the Contractor shall proportionally serve all underrepresented groups in each Aging Service Area (ASA) in which services are being provided. The center shall also serve as a community resource for information on aging, for training professionals and lay leadership, and for developing new approaches on aging programs.

E. **Modernizing Older Californians Act – Nutrition Services**

1. Definitions

a. Definitions Specific to Brown Bag

- 1) Brown Bag means a program that provides both surplus and donated edible fruits, vegetables, and other unsold food products to older individuals with low income.
 - 2) Eligible Participant means an older adult sixty (60) years of age and older with income at or below 185% of the Federal Poverty Level.
 - 3) Low Income means income below 185% of the Federal Poverty Level.
- b. Definitions Specific to Groceries
- 1) **Groceries** means assistance to Older Americans Act (OAA) participants in the form of food items.
- c. Definitions Specific to Intergenerational Activities
- 1) **Adult** means an individual between eighteen (18) years and sixty (60) years old.
 - 2) **Child** means an individual under eighteen (18) years old.
 - 3) **Eligible Population** means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]
 - a) Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
 - i. Any older individual.
 - ii. The spouse of any older individual.
 - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
 - b) Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - 4) **Intergenerational Activities** means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adults' recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.

- 5) **Older Californians Nutrition Program** means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.
 - 6) **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a) Be open to the public. [45 CFR 1321.53(b)(3)]
 - b) Not means test. [OAA § 315(b)(3)]
 - c) Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - d) Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
 - 7) **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]
- d. Definitions Specific to Title III C-1 and C-2 Meals (includes To-Go and Restaurant Option Meals)
- 1) **Eligible Population** means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a) Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
 - i. Any older individual.
 - ii. The spouse of any older individual.
 - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
 - b) Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound

- 2) **Older Californians Nutrition Programs** means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.
- 3) **Restaurant Option (RO)** means an Older Californians Nutrition Program meal option providing older adults with vouchers for meals at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals. The City and/or nutrition providers contract with foodservice establishments to provide meals.
- 4) **Restaurant Voucher** means paper or electronic system that Title III C-1 participants exchange for meals at designated restaurants.
- 5) **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a) Be open to the public. [45 CFR 1321.53(b)(3)]
 - b) Not means test. [OAA § 315(b)(3)]
 - c) Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - d) Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
- 6) **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)].
- 7) **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - a) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
 - b) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

2. Scope of Work

a. Scope of Work Specific to Brown Bag

- 1) The Contractor shall:
 - a) Use funds to provide both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older adults on a regular basis.
 - b) Comply with the California Retail Food Code (CRFC).
 - c) Obtain surplus food products for distribution in two ways:
 - i. Food gleaned by volunteers and/or

- ii. Food donated by farmers, growers, food manufacturers, retail food stores, etc.
 - d) Utilize volunteers and/or staff to glean, collect, sort, transport, and deliver food.
 - e) Operate at least one Brown Bag food distribution site and establish a schedule to maintain distribution of food on a regular basis.
 - f) Utilize an enrollment application to enroll new Brown Bag program participants.
 - g) Have procedures to protect the confidentiality and privacy of client information.
 - h) Surplus produce may be bruised, too ripe, etc. and is not considered of resale quality, yet is still safe for consumption. Surplus processed foods may result from manufacturer over runs, excess inventories, or items close to “best by” date or expiration date.
 - i) Provide a variety of produce and other food products with nutritional value to supplement the diets of older individuals. Such foods include:
 - i. Fresh or frozen fruits and vegetables.
 - ii. Breads, cereals, rice, beans, and pasta products.
 - iii. Processed foods such as frozen entrees, and canned mixed dishes.
 - j) The frequent distribution of dessert type items such as pastries, cookies, and cakes should be avoided.
- 2) The Contractor shall not:
- a) Solicit voluntary contributions because services are provided to individuals at or below 185% of the Federal Poverty Level.
 - b) Charge fees for the distribution or receipt of the food, regardless of delivery method.
- b. Scope of Work Specific to Groceries
- 1) The Contractor shall:
- a) Use funds to provide groceries to OAA participants. Potential scenarios include:
 - i. Clients living in rural areas with limited access to grocery stores.
 - ii. During emergencies when meals may not be available or clients unable to obtain other food.
 - iii. Clients with dietary restrictions that prevent them from consuming majority of OCNP meals.
 - iv. Provide liquid nutrition supplements (e.g., Ensure, Boost, etc.) to clients at high risk for malnutrition as determined by physician or Registered Dietitian.
 - b) Provide groceries that may be delivered to participants or picked up by participants at a designated site, such as a congregate meal site.
 - c) Evaluate the availability of similar services in the community to avoid duplication of services. Similar services include, but are not limited to, food bank services, Brown Bag program, and Commodity Supplemental Food Program.
 - d) Evaluate clients prior to grocery services for:
 - i. Ability to store and prepare meals from groceries provided.
 - ii. Use of other federal food assistance programs to ensure there is not duplication of services.

- e) Provide groceries consisting of food items only. There are no requirements for the amount or types of food offered as groceries. Groceries should be appropriate for the older adult population, such as produce, whole grains products, low fat dairy products, lean proteins, and lower sodium products.
- 2) The Contractor shall not:
 - a) Provide gift cards for groceries. Gift cards are not allowable and may not be used.
- c. Scope of Work Specific to Intergenerational Activities
 - 1) The Contractor shall:
 - a) Provide meals in accordance with the OAA and California Code of Regulations (CCR).
 - b) Promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
 - c) Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNF. Examples of intergenerational activities include, but are not limited, the following:
 - i. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
 - ii. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs.
 - iii. Planning, development, or implementation of intergenerational cooking demonstrations or classes.
 - iv. Planning, development, or implementation of shared garden site and intergenerational gardening activities.
 - v. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program.
 - vi. Virtual or in-person adult lunch companion for C-2 participants.
 - d) Use funding to provide meals for participants and activities that support intergenerational connections, however, funding may not supplant funds that would otherwise be available for other nutrition programs.
- d. Scope of Work Specific to Title III C-1 and C-2 Meals (Including To-Go and Restaurant Option Meals)
 - 1) General requirements for Title III C-1 and C-2 meals:
 - a) The Contractor shall:
 - i. Provide meals in accordance with the OAA and California Code of Regulations (CCR).
 - ii. Provide meals that follow the current Dietary Guidelines for Americans (DGA) and provide one-third of the Dietary Reference Intakes (DRI) in each meal as documented in Older Californians Nutrition Program.
 - iii. Meet food safety and sanitation standards as required by the California Retail Food Code.
 - iv. Quarterly monitor food facilities for safe food handling and sanitation practices.
 - 2) Requirements for Title III C-1 To-Go Meals:
 - a) The Contractor shall meet the following criteria for Title III C-1 To-Go Meals:
 - i. For C-1 To-Go meals that are consumed onsite:

- (a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).
 - ii. For C-1 To-Go meals that are consumed offsite:
 - (a) Meal is picked up by the client (or representative) or delivered to the client.
 - (b) In-person or virtual interaction is included with the meal. Examples include:
 - (i) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.
 - (ii) In-person, one-on-one interaction during the meal with program volunteer.
 - (iii) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as Google Meet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
 - (iv) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
 - (c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
 - (d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.
- 3) Requirements for Title III C-2 To-Go Meals:
- a) The Contractor shall:
 - i. Meet the following criteria for Title III C-2 To-Go Meals:
 - (a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
 - (b) Meal is consumed off-site (i.e., not in a congregate setting).
 - (c) Participation in in-person or virtual interaction with the meal is declined or is not available.
 - ii. Complete initial assessments for all new C-2 clients within 2 weeks of the start of service.
 - (a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted "in the home" does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
 - iii. Complete quarterly eligibility reassessments for all C-2 clients.
 - (a) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted "in the home" every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.
 - iv. Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.
- 4) Requirements for Restaurant Option Meals:

- a) The Contractor shall:
 - i. Provide meal services through either model:
 - (a) Designated mealtime; program staff or volunteer present.
 - (b) Unrestricted mealtime; program staff/volunteer not present.
 - ii. Provide eligible clients with vouchers (paper or electronic) to be exchanged for meals at designated restaurants.
 - iii. Provide clients with the opportunity to voluntarily contribute toward the cost of the service either on-site if program staff/volunteer is present or by mailing a monthly/quarterly voluntary contribution letter to clients if program staff/volunteer is not present during mealtime.
- b) Subcontract Procurement:
 - i. Small contracts (under \$100,000 in the aggregate) do not require a competitive process as per CCR 7352(g): In the case of small contracts, not over \$100,000 in the aggregate, Contractor need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

Contractor must adhere to City's subcontracting procurement process outlined in Section 7 of the agreement and in Exhibit J.
 - ii. Contracts over \$100,000 in the aggregate for any RO entity must follow a competitive process as outlined in CCR 7352.

Contractor must adhere to City's subcontracting procurement process outlined in Section 7 of the agreement and in Exhibit J.
3. The Contractor shall ensure Title III-C program meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
4. The Contractor's nutrition director is responsible for the overall coordination of the Nutrition Program.
5. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140°F or higher for hot foods and 41°F or below for cold foods.
6. All meals served pursuant to this contract shall be served within the Contractor's ASA as designated by LADOA, unless a specific written exemption is granted thirty (30) days prior to the planned event.
7. Units of Service
 - a. «Aging_Service_Area» AGING SERVICE AREA
The Contractor shall operate the following Multipurpose Center a minimum of eight (8) hours per day, from 8:30 a.m. to 4:30 p.m., Monday through Friday, for a minimum of 249 days, except for authorized holidays:

Name: «MPC_Name»

Address: «MPC_Address»

The Contractor shall provide, but not be limited to, the following minimum service units for the following activities and services:

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
Brown Bag	1 Bag of Groceries	0	0	0
Groceries	1 Grocery Delivery	0	0	0
Intergenerational Activities				
Meals for OCNP Clients	1 Meal	0	0	0
Meals for Participants Under 60	1 Meal	0	0	0
Intergenerational Activities for OCNP Clients	1 Activity	0	0	0
Intergenerational Activities for Participants Under 60	1 Activity	0	0	0
Title III C-1 and C-2 Meals				
Title C-1 Meals	1 Meal	«C1e_UoS»	«C1_NewClients»	«C1_UndupClients»
Title C-2 Meals	1 Meal	0	0	0

F. Outreach Services Program

The Contractor shall provide an outreach service program through which hard-to-reach isolated elderly individuals in greatest need of available social services are identified and contacted. The purpose of the outreach services program is to inform these individuals of the opportunities and assistance available, with the intent of linking them to the appropriate service. (Not applicable to regional nutritionist contractor.)

G. Information and Assistance Services Program

The Contractor shall provide an information assistance services program according to the CCR, Title 22 Division 1.8 Chapter 4 Article 2.

H. Grant-Related Income

1. Grant-Related Income referred to in this Agreement is in accordance with the definition issued by CDA, which is as follows:
 - a. Grant-related Income refers to income derived as a direct or indirect result of a grant or from activities designed to supplement grant funds. It includes income from program income, gifts, voluntary contributions, income from wills and /or trusts, the object of which is to benefit the grant-funded project. The income generated is used to expand project services.
 - b. Grant-Related is accounted for in terms of "Program Income" and "Other Income" as follows:
 - 1) Program Income - Gross income earned by a contractor from activities the cost of which are partly or entirely borne by the grant. It includes, but is not limited to, income in the form of participant voluntary contributions for services performed during the contract period, proceeds from the sale of personal or real property, rental fees, royalties, etc.
 - 2) Other Income - Income derived from sources other than program income. It includes agency fundraiser efforts to generate money other than grant funds (i.e., auctions, social events, rebates, etc.) Income from fundraising can be used as match or non-match.
2. In the event that the foregoing definition is amended or revised by CDA, the City shall notify the Contractor and the Contractor agrees to comply with such amendment(s) or revision(s).

I. Public Information

The Contractor shall provide information about the Contractor's program and other resources for older people in the community through the broad use of available media. Any written materials or publicity generated must identify LADOA as its funding source. Public information shall be used to attract new participants, to attract volunteers, to enhance the community's image of older people and to generate new sources of financial support.

J. Volunteer Staff

The Contractor shall use volunteers as part of the overall staff to provide support for the program. A volunteer is an individual who performs a task related to the program without receiving pay for his or her work.

K. Staff and Volunteer Training

The Contractor shall provide training to all staff, paid and volunteer, to assist in developing their abilities, improve their job performance, and to ensure appropriate relationships between staff and participants.

L. Internal Monitoring

The Contractor shall perform internal monitoring to review and appraise all or part of the program's operations. This monitoring shall be a systematic method to collect and examine data relating to special areas of concern, as well as ongoing aspects of the operation or program. Internal monitoring shall also reveal problems with a specific activity or service, or provide input for planning of the coming period or the rectifying of detected problems.

M. Linkages With Other Agencies

The Contractor shall form cooperative agreements with other community agencies in order to ensure comprehensive and coordinated service delivery and to prevent duplication of services.

N. Performance Standards

The Contractor agrees that full contract compliance with procedure and protocol established herein as set forth by LADOA and CDA will be achieved within 120 days of the start of the contract. The Contractor also agrees that when a performance falls below ninety-five (95) percent or exceeds one hundred and ten (110) percent of the contracted unit of service level for any quarter, a corrective action plan will be developed and submitted to LADOA for review and approval. The plan should include, but not be limited to:

1. Number of units of service needed to restore contractual unit of service compliance (in the case of quantitative noncompliance).
2. Item(s) requiring correction or modification (in the case of qualitative noncompliance).
3. Specific reasons and/or causes, which fully explain such deficient performance.
4. An action plan time frame during which Contractor proposes to restore compliance with the contractual unit of service performance level or qualitative performance standard.
5. All staff positions contained in the Personnel Budget of the Contract are occupied and can be verified by time records.

Title III-B (Supportive Services) – Staffing for the following Supportive Services, including the MPC Director, are in place: personal care, homemaker, chore, case management, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy. Contact information for all contracted Supported Services are available to the public and includes the program hours, location and the names of staff.

Title III C-1 (Congregate Nutrition Services) – The number of congregate meal sites identified in the budget will be open and serving meals. The site hours and menus will be posted at each site. Site managers and other

required staff will be in place including the contractor's Nutrition Director. Contracts between service provider and caterer for the twelve (12) month period will have been executed. Project kitchens will be operational. Rental agreements for the twelve (12) month period will have been executed. Contact information about the C1 program has been made public throughout the community.

Title III C-2 (Home-Delivered Nutrition Services) – Contracts with caterer(s) for the twelve (12) month period have been executed. All home delivered meal routes are established and have full time drivers (volunteer and/or paid). Staffing (home-bound meal coordinator, Nutrition Director, drivers, etc.) are in place. Contact information about the C2 program has been made public throughout the community.

Title III-D (Disease Prevention and Health Promotion Services) – Disease Prevention and Health Promotion services have active participants and recruiting (outreach and Information & Assistance) strategies are ongoing. Qualified staff is in place and program contact information has been circulated among the citywide senior centers.

Title III E Family Caregiver Support Program (FCSP) – Information identifying the III-E services being provided and the contact information of the staff overseeing the III-E program is being circulated among the senior centers and other venues where caregivers may congregate. Family caregiver services are being provided and the day, time and hours of activities are posted.

Ombudsman Programs – Contractor is actively identifying and investigating complaints made by or on behalf of residents in long term care facilities. Contractor is conducting activities that increase and enhance the advocacy, outreach and marketing of the long term care ombudsman program.

Elder Abuse Prevention Programs – A training curriculum on Elder Abuse has been created and developed and is being disseminated to the public and professional sector. Contractor has developed and is circulating elder abuse prevention material (brochures, curriculum, video tapes, etc.) to the public.

O. Computer/Automation Requirements

1. The Contractor shall agree to the installation of a personal computer and peripheral equipment, software, and telecommunication lines to LADOA's host computer, at service center site(s) and/or operating agency's administrative office(s), at the discretion of LADOA as automated systems are developed. Said computer, peripheral equipment, and software are to remain the property of the City of Los Angeles and may be used for other service center functions only after LADOA mandated systems are satisfied.
2. The Contractor shall obtain fire and theft insurance coverage for replacement of new computer, peripheral equipment, and software from the time of installation to the end of contract. The Contractor shall reimburse LADOA cost of all computers, peripheral equipment, and software from proceeds of insurance claims due to loss of same through fire or theft.
3. The Contractor shall sign a separate itemized listing, which provides for specific identification of computer, peripheral equipment, and software loaned by LADOA; adherence to computer software license agreements; care and usage; specific allowable applications, and date and other conditions of return of equipment to LADOA.
4. The Contractor shall provide trained personnel to operate a personal computer for reporting: Information and Assistance (I & A), Management Information System (MIS), Nutrition and other automated reports as such reporting systems are developed by LADOA.
5. The Contractor shall provide ready access to LADOA personnel during regular working hours for inspection and/or recovery of computer, peripheral equipment, and software.
6. The Contractor shall provide printer paper supplies, printer cartridges/toner, compact discs (CDs/DVDs), USB flash drives or other portable storage devices, and other related office supplies.
7. Maintenance of the personal computer, peripheral equipment, and software, loaned to the contractor, shall be the responsibility of LADOA.

P. Good Food Purchasing Pledge

The Contractor pledges its purchasing power to support:

1. Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region.
2. Environmental Sustainability – Source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
3. Valued Workforce – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
4. Animal Welfare – Provide healthy and humane care for livestock.
5. Nutrition – Promote health and well-being by offering generous portions of vegetables, fruit and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.
6. Contractors who do not adhere to the Good Food Purchasing Pledge will be added to a Good Food Purchasing Pledge non-compliant list and subject to further review.

Q. Grievance Procedures

Service providers shall establish a written grievance process for reviewing and attempting to resolve complaints of program participants. At a minimum the process must include all of the following:

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to LADOA if dissatisfied with the results of the service provider's review.
3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the program participant's consent.
4. Require service providers to notify all program participants of the grievance process, both through the service provider and LADOA, available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in MPCs. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by LADOA.
 - b. Advising homebound program participants of the process either orally or in writing upon the service providers' contact with the program participants.
 - c. Complaints may involve, but not be limited to, any or all of the following:
 - 1) Amount or duration of a service.
 - 2) Denial or discontinuance of a service.
 - 3) Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

- 4) Failure of the service provider to comply with any of the requirements set forth in the California Code of Regulations (Title 22 CCR §§7400 – 7406) or in the contract or subgrant agreement with LADOA.

R. Voluntary Contributions

Service providers shall have in place a method in which program participants have the opportunity to voluntarily contribute to the cost of the programs. The method must include:

1. A suggested contribution amount for qualified program participants;
2. A sign indicating the suggested contribution which is posted in a conspicuous location in the facility where services are provided;
3. Homebound program participants are provided notifications regarding voluntary contributions including a policy for collecting voluntary contributions from homebound participants; and
4. The protocol for collecting voluntary contributions assures the eligible participant's voluntary contribution is kept confidential.

S. Compliance with City Local Ordinances

The Contractor shall comply, if applicable, with the following local ordinances, which may be amended from time to time and are incorporated herein by reference:

- Ordinance 187716 – Promotion of Reusable Bags and Regulation of the Use of Plastic and Paper Single-Use Carryout Bags
- Ordinance 187717 – Prohibition of the Distribution and Sale of Expanded Polystyrene (Styrofoam™) Products
- Ordinance 187718 – Zero Waste City Facilities and Events on City Property

Additionally, any subcontract entered into by Contractor for work to be performed under this Contract must include the same provisions.

EXHIBIT H

INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 et seq. (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – **IF APPLICABLE**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from

this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used,

and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

EXHIBIT I

PSA List of Focal Points

NORTHWEST VALLEY

ROBERT M. WILKINSON MULTIPURPOSE SENIOR CENTER.....Phone: (818) 654-8376
8956 Van Alden Avenue Fax: (818) 708-6620
Northridge, California 91324

NORTHEAST VALLEY

ALICIA BROADOUS-DUNCAN MULTIPURPOSE SENIOR CENTER.....Phone: (818) 834-6100
11300 Glenoaks Boulevard Fax: (818) 834-6108
Pacoima, California 91331

SOUTHEAST VALLEY

SHERMAN OAKS/EAST VALLEY ADULT CENTER.....Phone: (818) 981-1284
5056 Van Nuys Boulevard Fax: (818) 981-1637
Sherman Oaks, California 91403

MID-VALLEY

BERNARDI MULTIPURPOSE SENIOR CENTER.....Phone: (818) 781-1101
6514 Sylmar Avenue Fax: (818) 909-7547
Van Nuys, California 91401

SOUTHWEST VALLEY

ONEGENERATION SENIOR ENRICHMENT CENTER.....Phone: (818) 705-2345
18255 Victory Boulevard Fax: (818) 705-2592
Reseda, California 91335

WESTSIDE

FELICIA MAHOOD MULTIPURPOSE SENIOR CENTER.....Phone: (310) 231-1039
11338 Santa Monica Boulevard Fax: (310) 231-0679
Los Angeles, California 90025

NORTHSIDE

HOLLYWOOD MULTIPURPOSE SENIOR CENTER.....Phone: (323) 957-2222
5170 West Santa Monica Boulevard Fax: (323) 957-2210
Los Angeles, California 90029

WEST WILSHIRE

JONA GOLDRICH MULTIPURPOSE SENIOR CENTER.....Phone: (323) 937-5900
330 North Fairfax Avenue Fax: (323) 857-1872
Los Angeles, California 90036

CITY

ST. BARNABAS MULTIPURPOSE SENIOR CENTER.....Phone: (213) 388-4444, ext. 220
675 South Carondelet Street Fax: (213) 739-2972
Los Angeles, California 90057

EASTSIDE

MEXICAN AMERICAN OPPORTUNITY FOUNDATION.....Phone: (323) 526-9344
2130 East First Street, Suite 2200
Los Angeles, California 90033

WEST ADAMS

WATTS LABOR COMMUNITY ACTION COMMITTEE (WLCAC) - WEST ADAMS
MULTIPURPOSE SENIOR CENTER.....Phone: (323) 735-5799
2528 West Boulevard Fax: (323) 735-6306
Los Angeles, California 90016

CENTRAL BUSINESS DISTRICT

SINGLE ROOM OCCUPANCY (SRO) HOUSING CORPORATION.....Phone: (213) 229-9684
James M. Wood Community Center Fax: (213) 299-2834
400 East 5th Street
Los Angeles, California 9001

CENTRAL

THERESA LINDSAY MULTIPURPOSE SENIOR CENTER.....Phone: (323) 846-1920
429 East 42nd Place Fax: (323) 846-1930
Los Angeles, California 90011

SOUTH LOS ANGELES

BRADLEY MULTIPURPOSE SENIOR CENTER.....Phone: (323) 923-2761
10957 South Central Avenue Fax: (323) 923-2752
Los Angeles, California 90059

SOUTHWESTERN

WATTS LABOR COMMUNITY ACTION COMMITTEE (WLCAC) - SOUTHWESTERN
CRENSHAW MULTIPURPOSE SENIOR CENTER.....Phone: (323) 294-5226
5133 South Crenshaw Boulevard Fax: (323) 294-9831
Los Angeles, California 90043

HARBOR

WILMINGTON JAYCEES FOUNDATION, INC.....Phone: (310) 518-4533
1371 Eubank Avenue (Banning Park) Fax: (310) 518-9912

EXHIBIT J

SUBCONTRACT AND PROCUREMENT PROCEDURES

§1 SUBCONTRACTS

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
 3. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.
- D. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.
- E. Subcontractor's shall be procured consistent with the Procurement Procedures outlined in this Agreement.

§2 PROCUREMENT PROCEDURES

It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

- A. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
- B. Competition: The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or organizations, or between affiliated companies or organizations;
 4. Noncompetitive awards to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
 7. Overly restrictive specifications; and
 8. Any arbitrary action in the procurement process.

C. Responsibilities:

1. The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
 - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
 - b. Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
2. Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
3. All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
4. Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.
5. The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
6. The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
7. The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
8. The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
9. The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by telephoning the Superintendent of Documents (202-512-1600). The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.
10. Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
11. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
12. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
 - a. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - b. Develop a standard worksheet or check-list for determining responsiveness of each proposal;

- c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
- d. Prepare an analysis of costs to verify allowability and to determine reasonableness;
- e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
- f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
- g. Identify policy and process by which selection of awardee(s) will be made; and
- h. Provide an opportunity for bidders to appeal staff recommendations.

Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.

- 13. Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

- 14. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- 15. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- 16. If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.
- 17. Participation of Minorities, Women, Disadvantaged and Small Businesses
To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.
- 18. Procurement shall be conducted at least once every three (3) years.
- 19. The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

D. Cost or Price Analysis:

- 1. Contractor shall establish standards for the performance of cost or price analysis.
- 2. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
 - a. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including

contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid, the offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.

- b. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
 - c. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
 - d. If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
 - e. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. A price analysis should be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square foot, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with agency's independent developed cost estimates.
- The following cost analysis shall be used to:
- a. Verify cost or pricing data and evaluate cost elements;
 - b. Evaluate the effect of the offeror's current practices on future costs;
 - c. Compare proposed costs for individual cost elements;
 - d. Verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and
 - e. Review to determine that all necessary cost or pricing data have been submitted.
4. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
- a. The complexity of the work to be performed;
 - b. The risk borne by the contractor;
 - c. The contractor's investment;
 - d. The amount of subcontracting;
 - e. The quality of the contractor's record of past performance;
 - f. Industry profit rates in the surrounding geographical area for similar work; and
 - g. Market conditions in the surrounding geographical area.
5. The cost plus a percentage of cost method of contracting shall not be used.

E. Awarding of Agreement/Contract

1. Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all

requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

2. The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.
3. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.
4. Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

F. Funding Restrictions for High-Risk Contracts

1. A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:
 - a. Has a history of unsatisfactory performance;
 - b. Is not financially stable;
 - c. Has a management system that does not meet the management standards set forth in this part; or
 - d. Has not conformed to terms and conditions of a previously awarded grant or sub-grant.
2. If the City/Contractor agency determines that a grant or sub-grant will be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
 - a. Use of reimbursements rather than advances or payment upon completion of the project;
 - b. Requiring additional and/or more detailed financial or performance reports;
 - c. Additional monitoring;
 - d. Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
 - e. Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
3. If the City/Contractor decides to impose such funding restrictions, the awarding official will notify the contractor or subcontractors as early as possible, in writing, of:
 - a. The nature of the funding restriction(s);
 - b. The reason(s) for imposing them;

- c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
- d. The method of requesting reconsideration of the restrictions imposed; and
- e. Additional prior approvals.

G. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

H. Methods of Procurement

Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 24 CFR §85.36, Los Angeles City Charter §370-§372, and OMB Circular A-110, incorporated herein by reference.

Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

1. **Small Purchase Procedures:** Small purchases are made from vendors for goods or services under \$100,000. Following the procedures for small purchases will constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
\$1 to \$10,000	1 bid*

*Bid may be a verbal quote, but must be documented for the project file.

\$10,001 to \$100,000	3 written bids received**
-----------------------	---------------------------

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

2. **Purchase/Services Over \$100,000**

- a. **Sealed Bids—Formal Advertising:** Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document which includes full and clear definitions and descriptions of the items to be procured and key performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price), or other fixed-price arrangement.
- b. **Competitive Proposals:** Proposals shall normally be conducted with more than one (1) source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered.

- c. **Noncompetitive Proposals—Sole Source:** To conduct a noncompetitive procurement the criteria here must be met. Sole source contracts are defined as solicitation of a proposal from only one (1) source, the funding of an unsolicited proposal, or after solicitation of a number of sources, when competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one (1) of the following circumstances applies:

- 1). The item or service is available only from a single source; or
- 2). The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
- 3). The awarding agency authorizes noncompetitive proposals; or
- 4). After solicitation of a number of sources, competition is determined inadequate.

3. Contract Provisions

All contracts must contain at a minimum the following provisions:

- a. Specific deliverables and the basis for payment;
- b. Provisions requiring compliance with the CDA including, but not limited to other funding source regulations;
- c. Provisions that describe remedies for breach;
- d. Provisions that describe Grantors CDA and other funding sources patent and copyright rules;
- e. Provisions for termination for cause and convenience;
- f. Access to records for audit purposes;
- g. Audit requirements;
- h. Provisions for payment and delivery;
- i. Provisions describing contract amendment procedures;
- j. Provisions against assignment;
- k. Provisions for equal opportunity and non-discrimination;
- l. Provisions prohibiting conflicts of interest.

I. **Appeal and Dispute Procedures:** The City and its contractors shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

J. Regardless of the amount of the award, if the Contractor receives State Community Services Block Grant (CSBG) funds as a funding source under this Agreement, all sub-recipients of such funding shall certify to a Drug-Free Workplace. All awards to sub-recipients in excess of \$100,000 shall certify that no funds shall be used for lobbying. All contracts and awards to vendors and sub-recipients in excess of \$25,000 shall include debarment certifications.

These guidelines are included to provide additional information regarding conflict of interest regulations in California, the California Multiple Awards System (CMAS), and sample procurement steps for sealed bids and request for proposals. The sub-recipients may use the CMAS for procurement following the small purchase guidelines for procurement under \$25,000; for procurement over \$25,000, three written quotes are required. If there are insufficient vendors to provide the quotes, a sole source justification should be written.

K. **RFP/RFQ Procedures.** It is a City policy to contract for services on the basis of demonstrated competence and reasonable price by obtaining bids or proposals. Before preparing a RFP for the procurement of services, several preliminary activities should be performed including the determination of the City's/Contractor's needs, consulting with contractors and other local governments, and developing an approach to the procurement process. Excluding

small purchases, the Contractors must justify the procurement method used for each purchase. Once these activities are completed, the development of a RFP can begin.

The following guidelines apply to the preparation of written RFPs or RFQs. These provisions apply to this Agreement and to City Contractors who will need to make some modification to the language, which clarifies that the solicitation is from the Contractor and not the City. In the RFP process, cost is usually one of several selection criteria that proposers must address in their proposals. By contrast in the RFQ process, cost becomes a selection criterion only after qualified proposers have been identified from a review of their qualifications. RFQs are usually reserved for the selection of engineers, architects, or other highly specialized, technical providers.

The purpose of the guidelines is to present ideas and material that are characteristic of well prepared solicitations. The guidelines are not intended to provide total coverage of any topic. While the guidelines apply generally, exceptional circumstances may call for modifying or excluding one or more of the suggested provisions. In any case, the RFP or RFQ should be tailored to the job that needs to be done. The arrangement, adequacy, clarity, simplicity and appeal of the solicitation document shall remain the responsibility of the administering agency. To be most effective, a solicitation document should be clear and complete but avoid repetition, legalism or extraneous information. RFPs must be publicly advertised.

1. Standard RFP Format.

- a. Cover Page. The cover page should describe briefly the scope of services requested, the format, the issuance date and the deadline of date and time for submission of proposals, and the Contractor contact for further information about the RFP. Include the name, address, telephone number and location of the person to whom the submission is to be made. Exhibit A depicts a sample cover page. If a proposers conference is appropriate, include information on the location, time and date of the event. All RFPs should include a deadline for receipt. Contractors shall have procedures to ensure that only proposals received in accordance with the date and time specified will be reviewed. All RFPs shall include the approximate date of the award notification.
- b. Contents. The RFP should contain the following standard items which are discussed below:
 - 1). Introduction
 - 2). RFP Provisions
 - 3). Statement of Work and Evaluation Criteria
 - 4). Proposal Specifications
 - 5). RFP Items Not Covered
 - 6). References
 - 7). Standard Contract Provisions
 - 8). Indemnity and Insurance
 - 9). Signatures and Declarations
 - 10). Cover letter of proposal
 - 11). Proposers Conference
 - 12). Proposal evaluation for Request for Proposals
 - 13). Disposition of Proposals
 - 14). Description of failed competition and the rights and options in the event of a failure
 - 15). RFP Revisions
 - 16). Staff Reassignments
 - 17). Grievance procedures to handle and resolve disputes relating to the procurement
 - 18). Inclusion of Contractual Provisions Required by External Funding Source
 - 19). City/Contractor Policy Issue Summaries

- 20). Affirmative Action
- 21). MBE, WBE and Other Business Enterprise Outreach Program.
- 22). Sample Policy Statement
- 23). Supplementary Instructions to Proposers and Proposer's Affidavit

Contractual provisions and certifications , including, but not limited to, a Certification Regarding Drug-Free Workplace Requirements, only if Contractor receives State CDA CSBG or WIA funds as a funding source under this Agreement; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction; Certification Regarding Compliance With Service Contract Worker Retention and Living Wage Ordinances; Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance.

- c. Introduction. Describe in general terms the nature, scope and schedule of the work to be contracted, and the Contractor that will be responsible for administering the contract, including name and address of contracting agency. Describe the Contractor's organizational structure that is in place or will be established to facilitate the types of relationships and interactions which will be required to successfully complete the engagement. Present sufficient background and historical information about the project and the Contractor or other agency involved to permit a full understanding of the work to be contracted. State that as a rule all proposals must be submitted in the English language, and that all numerical data must be the dollar-foot-pound-seconds units of measurement.

Describe the minimum and maximum amount of funding for the contract.

Request that proposals be prepared simply and economically, avoiding the use of unnecessary promotional materials. Proposals shall include a Table of Contents and a signature and date block for the offeror. Specify the number of copies of the proposal to be submitted to the Contractor. State that the Contractor shall accept no responsibility for the cost of preparing any proposal.

Request that proposals be enclosed in a single, sealed package plainly marked with the words "Proposal for (name of project as referenced in the RFP)." Declare that proposals shall be made as firm offers for a set period of time following the deadline for submittal. To ensure that the release of a RFP and receipt of any proposals are properly coordinated, contact the Purchasing Division, Department of General Services for assistance.

Direct proposers to address all questions regarding the RFP and their proposals to the assigned Contractor proposal administrator only. State that failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a proposer from further consideration.

Contractor shall direct staff to respond to questions regarding the RFP and the submission requirements. Contractor shall record all responses, except those that are clearly answered in the RFP. Contractor shall provide a written copy of the responses to all parties to whom the RFP has been distributed, including those who attended the proposers' conference. This should be provided in a timely and frequent manner to ensure that all proposers are aware of the responses when preparing their proposal.

State that it is the Contractor's intent to award a contract, in a form approved by the Contractor, to the selected proposer. Indicate that the RFP and the Contractor's proposal or any part thereof may be incorporated into and made a part of the contract. State that the Contractor reserves the right to further negotiate the terms and conditions of the contract. State that the Contractor, however, shall reserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Contractor.

- d. Statement of Work. Describe the tasks that the subcontractor will be responsible to perform. Clearly define the type, scope, schedule, and other relevant characteristics of each task. Use quantitative language whenever possible to establish an objective basis from which to evaluate responses. Describe the status and/or progress reporting that will be required of the subcontractor. Specify any other items that proposers should address, including, but not limited to, the following:

- 1). Background or project content
 - 2). General requirement description
 - 3). Related projects
 - 4). Problem statement
 - 5). Statutory or regulatory foundation
 - 6). *Project objectives
 - 7). *Purpose
 - 8). *How results will be used
 - 9). *Scope of work
 - 10). *Population to be served
 - 11). *Number to be served
 - 12). *Training or services to be provided
 - 13). *Period of Performance
 - 14). *Performance Standards
 - 15). *Reporting Requirements
- *Must be included in the proposal

Generally RFP based contracts are awarded on the basis of several criteria, such as the level of effort and method proposed to do the work, the credentials and related work experience of subcontractor personnel assigned to do the work, City/Contractor policy issues and price. Describe in the RFP the general criteria the Contractor intends to use to evaluate the written responses, and the assigned weight of each criterion.

Proposed evaluation criteria can be complicated by the varying degrees to which the proposals meet, exceed, or fall below the specific requirements of the RFP. Scale the evaluation process to manageable proportions. The more complete and specific the RFP, the better it serves as a standard for measuring and evaluating proposals. Include a statement that the Contractor shall reserve the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not mentioned in the RFP. State that proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications. Describe the evaluation criteria that will be used in the interview if different from the written criteria in the RFP. A description of assigned weights may be included if appropriate.

If technical services are to be procured, a technical requirements section should be prepared. The technical requirements section should organize information in a form understandable to potential bidders and Contractor staff. For example, items that might be included in a technical requirements section to procure an automated system include:

- 1). Description of current hardware and software operating environment;
- 2). Detailed description of all hardware and software requirements;
- 3). Indication of need for data conversion assistance;
- 4). Outline of orientation and training requirements; and,
- 5). Indication of the need for a benchmark demonstration of system capabilities.

- e. Proposal Specifications. Request proposers to demonstrate their capability to fulfill the work to be contracted. Proposers should provide specific information about the personnel, including subcontractors, if possible, who will be assigned to perform the work; past performance on projects of a similar nature including a customer list, if possible; the proposed price to complete the work;

adequate documentation on the financial status of the firm which will permit the Contractor to evaluate the proposer's ability to complete the work; and other work elements deemed necessary to evaluate the proposals. State that responses to the RFP must be made in accordance with the format set forth in the RFP. Indicate that a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number is required. State that failure to meet this requirement may be cause for rejection of the proposal as non-responsive. Generally, each proposer should be requested to address the following specifications:

- 1). Assigned Personnel. The names of the key personnel, whom the proposer employs or plans to employ or hire through subcontract, to perform the requested services. For each person listed, the following information should be provided:
 - a. Description of the work he or she will perform;
 - b. Amount of time he or she will be assigned to work on the project;
 - c. Academic achievements, including all college undergraduate and graduate education;
 - d. Relevant work experience in years and level of responsibility.
 - e. An organization chart depicting the lines of authority, the relationships of the organizational units and the names of the key personnel who will be doing the work.
 - 2). Project Cost. The total cost to the Contractor, broken down in salaries, expenses, equipment, and in hours and total dollar amount by deliverable task.
 - a. Salary, or wage; billing rate for each employee.
 - b. The proposed schedule of payment.
 - c. All resources proposed to be supplied by the Contractor.
 - 3). Deliverables. The products that the subcontractor will deliver to the Contractor according to a set schedule, including the nature of the deliverables, e.g., oral or written reports, videotapes, or architectural models and, if applicable, number of copies to be provided of written products.
- f. RFP Items Not Covered. Proposals should cover the statement of work and all the RFP specifications. Otherwise, proposers should state why the RFP requirements are not being addressed. If proposers wish to present qualifications in addition to the required items such information should be presented under the heading "Additional Qualifications We Wish To Present". Proposers who do not wish to present such information should state: "There are no additional qualifications we wish to present".
 - g. References. Request proposers to support their presentations by listing successfully completed projects that resemble the work to be done and the dates of completion. Request the name, title, address and phone numbers of a contact for each project.
 - h. Standard Contract Provisions. Sample standard contract provisions have been provided by the City of Los Angeles for Contractor's use. The document, which is available from the City, is updated periodically. Check with the City to ascertain use of the latest version. Unless the standard provisions are incorporated by reference and attached to the RFP, the general contract provisions that are expected to be included in the contract should be excerpted from the standard provisions document and provided to prospective proposers.
 - i. Indemnity and Insurance. 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 the RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts they are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles. There are special endorsement

forms (Form Gen. 133 through Form Gen. 146) that correspond to each type of insurance required by the City. The appropriate blank forms corresponding to each item filled in on the Insurance Requirements Sheet should be obtained from the Contractor and attached to the RFP. Contractors will need to modify these forms for their own procurement.

- j. Signatures and Declarations. Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer, and must include the following declaration:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.
- k. Cover Letter of Proposal. The cover letter of each proposal should be limited to one page. The letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.
- l. Proposers Conference. Determine if a proposers' conference will be conducted. A proposers' conference may be appropriate especially if the work to be contracted has not previously been done by contract or not done at all. If a proposers' conference is to be scheduled, designate a date, time and place at which proposers will be given the opportunity to pose questions about the RFP and notify all parties to whom the RFP has been distributed. The notification can be included in the RFP. Invite proposers to submit their questions in writing prior to the conference, and arrange, to the extent possible, for all questions to be answered at the conference. A memorandum for the proposers listing attendees, documenting in writing each question answered at the conference, any actions taken during the conference, etc. shall be prepared to document the conference and conveyed to the participants. Contractors shall provide this information directly to the proposers who received the RFP but were unable to attend the conference or as an addendum to the RFP for any subsequent requesters. The memorandum should be filed with the record set of contractual documents retained by the Contractor. Materials handed out at the proposer's conference shall be available to all other parties following the conference. If a proposers' conference was not initially planned but the number or extent of questions regarding the RFP indicates a need for one, a separate notice should be mailed and the RFP due date extended if necessary.
- m. Proposal Evaluation for Request for Proposals (RFP). Contractor/City shall develop proposal evaluation procedures in accordance with the requirements of Section D.14 above.
- n. Failed Competition. The RFP shall provide that it is the Contractor's/City's authority to determine that the procurement process has failed. The basis for failure should include a lack of response to RFP; not enough bidders; a determination that the responses do not agree with mandatory requirements of the RFP; a determination that no proposer demonstrated effectiveness in providing the services solicited, and/or a determination that the award of a contract at this time to any proposer would not be cost effective, responsible or prudent. In the event that the City/Contractor determines that the procurement has failed, it may elect to negotiate a sole source agreement or develop and issue a new Request for Proposals.
- o. Disposition of Proposals. State that all proposals submitted in response to the RFP shall become the property of the Contractor/City and a matter of public record. Also, proposers must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the proposer shall be requested to state in the proposal that he or she will defend any action brought against the Contractor/City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore.
- p. RFP Revisions. Any revision made to an issued RFP shall be sent to all parties known to have received a copy of the original RFP.
- q. Staff Reassignments. If the original selection of a subcontractor will be based in part on the qualifications of specific key individuals named in the proposal, state that the Contractor/City must approve in advance any changes in individuals or levels of commitment to the project. State that

the Contractor will reserve the right to have the subcontractor replace any subcontractor project personnel.

- r. Inclusion of Contractual Provision Required by External Funding Source. Federal, state and other funding agencies typically impose requirements on recipients of funds that apply to subcontractors. Such requirements should be reflected in RFPs and related contracts.
- s. City Policy Issue Summaries.
 - 1). Affirmative Action. The City of Los Angeles' Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an affirmative action program for vendors doing business with the City. State that as a condition of contract award, the selected proposer shall be required to comply with the provisions of the City's Affirmative Action program, including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the Los Angeles City Affirmative Action Plan. Refer to the provisions herein regarding nondiscrimination and affirmative action and recite the text of this provision in the RFP. Urge proposers to include an affirmative action plan in their proposals. Attach as an appendix to the RFP the City forms (GSS-AA 1) instructing prospective subcontractors about compliance with the City's Affirmative Action Program.
 - 2). MBE, WBE and Other Business Enterprise Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction and personal services. This policy applies to all Contractors. Be sure to comply with the provisions of City Executive Directive I-B and 1-C to ensure that MBEs, WBEs, and all other businesses are offered the greatest opportunity to compete for and perform subcontracts and provide personal services to the Contractor.

Include a statement that proposers are to assist the Contractor in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs and WBEs, have an equal opportunity to compete for and participate in Contractor subcontracts. Inform proposers that equal opportunity will be determined by their good faith efforts comply with the Contractor's outreach program. Advise proposers that participation by MBEs, WBEs, and all other businesses may be in the form of joint ventures or subcontracting. Contractor is responsible for the implementation of MBE/WBE procedures.
 - 3). Child Care Policy. It is the policy of the City to encourage all its vendors to adopt a stated policy on child- care. This policy acknowledges the importance of quality, affordable and accessible child care and commits the Contractor to use its resources as an educator, employer, role model and facilitator to act as a catalyst in expanding the supply of quality, affordable and accessible child care.

Include a statement informing proposers of the City's Child Care Policy and that, to the extent permitted by law, proposers with stated child- care policies shall receive preference in contracting with the Contractor. Bids are not non-responsive if child- care documents are not provided.
- 2. Consultant Directory. To assist Contractors in identifying potential subcontractors, the Office of the City Administrative Officer of the City of Los Angeles (CAO) maintains a computerized consultant directory. Firms are listed according to their fields of expertise, e.g., bond counsel, CPA, and human resources. Contact the CAO Productivity Group for access to the directory and for lists of firms in the form of mailing labels, hard copy reports or both.