

CITY OF LOS ANGELES

JAIME H. PACHECO-OROZCO
GENERAL MANAGER

CALIFORNIA



KAREN BASS
MAYOR

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

June 26, 2025

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

Honorable Councilmembers:

REQUEST APPROVAL TO ACCEPT GRANT FUNDS (\$23,165,322) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE THE AREA PLAN BUDGET AP-2526-25 AND TITLE V BUDGET TV-2526-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER SERVICES

The City of Los Angeles Department of Aging (LADOA) requests City Council and Mayoral approval to approve the Title V and Area Plan Budgets, to accept grant funds (\$1,476,208 and \$21,689,114) from CDA, and to execute agreements with senior service and family-caregiver program providers funded by the Older Americans Act (OAA) and supplemented by the City General Fund, Proposition A (Prop A) Local Transit fund, and Community Development Block Grant (CDBG), 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:gdn/New Year Transmittal FY25-26 OAA FINAL

cc: City Attorney
City Administrative Officer
Chief Legislative Analyst

TRANSMITTAL

TO
Department of Aging

DATE
06/26/2025

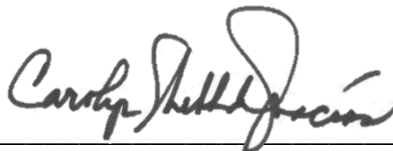
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

REQUEST FOR APPROVAL TO ACCEPT GRANT FUNDS (\$23,165,322) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE THE AREA PLAN BUDGET AP-2526-25 AND TITLE V BUDGET TV-2526-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER SERVICES

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)

JAIME H. PACHECO - OROZCO
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

June 24, 2025

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

Council File Number:
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 APPROVAL TO ACCEPT GRANT FUNDS (\$23,165,322) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE THE AREA PLAN BUDGET AP-2526-25 AND TITLE V BUDGET TV-2526-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER SERVICES

The General Manager of the Los Angeles Department of Aging (LADOA) respectfully submits this transmittal for your review and approval. This transmittal requests authority to approve the Title V and Area Plan Budgets, to accept grant funds (\$1,476,208 and \$21,689,114) from CDA, and to execute agreements with senior service and family-caregiver program providers funded by the Older Americans Act (OAA) and supplemented by the City General Fund, Proposition A (Prop A) Local Transit fund, and Community Development Block Grant (CDBG).

RECOMMENDATIONS

The General Manager of the LADOA requests that the City Council, subject to the concurrence of the Mayor:

1. AUTHORIZE the General Manager of LADOA, or designee, to accept Older Americans Act (OAA) grant funds; to approve any unilateral amendments to MOU AAA-2425-25, subject to review and approval of the City Attorney as to form and legality, and in compliance with the Los Angeles Administrative Code §14.8 et seq. (City grant regulations); and to approve the AP-2526-25 Budget and the TV-2526-25 Budget;
2. AUTHORIZE the General Manager of LADOA, or designee, to negotiate and execute agreements with various service providers to provide social services, nutrition, transportation, and evidence-based program services for fiscal year (FY) 2025-26 as outlined in Attachment 1, subject to the review by the City Attorney as to form and legality;

3. AUTHORIZE the Controller to:

- A. Establish new accounts and appropriate funds within the Area Plan for the Aging Title III Fund Number 395 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02C102	Aging	(\$186,100)
02CA01	Social Services III B	\$4,174,070
02CA02	Congregate Meals III C1	\$5,650,177
02CA04	Home Delivered Meals III C2	\$7,489,118
02CA06	Preventive Health III D	\$275,073
02CA09	Family Caregiver Support Prog III E	\$992,728
TOTAL		\$18,395,066

- B. Establish new accounts and appropriate funds within the Title VII Older American Act Fund Number 564 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02CB01	Ombudsman VIIa Program	\$112,574
02CB02	Elder Abuse Prevention	\$47,449
TOTAL		\$160,023

- C. Establish a new account and appropriate \$3,708,000 within the Senior City Ride Program Fund Number 599 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02C220	Cityride Program	\$3,708,000

- D. Establish new accounts and appropriate funds within the Ombudsman Initiative Program Fund Number 46V as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02CC02	SNF Quality and Accountability	\$158,315
02CC03	State Health Facilities Citation Penalties Act	\$127,664
02CC04	Public Health LCPF	\$33,330
TOTAL		\$319,309

- E. Adjust the appropriations within Fund Number 100 Department 02 and transfer funds on an as needed basis as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
001010	Salaries – General	(\$201,445)
002120	Printing & Binding	\$2,000
006010	Office & Adm expenses	\$13,345
TOTAL		(\$186,100)

- F. Transfer \$468,000 from General Fund 100/02, account 003040 Contractual Service Account to the Other Programs for the Aging Fund 410/02, account 021021, Enrollee Wages Account to pay enrollee participants under OWEP (Older Workers Employment Program).

- G. Establish a new account and appropriate \$1,178,196 within the Other Programs for the Aging Fund Number 410 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
021021	Enrollee Wages	\$1,178,196

- H. Decrease the appropriation within the Other Programs for the Aging Fund Number 410 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02C102	Aging	(\$249,396)

- I. Adjust the appropriations within Fund Number 100 Department 02 and transfer funds on an as needed basis as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
001010	Salaries – General	(\$249,549)
006010	Office & Adm expenses	\$153
TOTAL		(\$249,396)

- J. Establish new accounts and appropriate \$526,940 within the Senior Human Services Program Fund Number 42J as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02C102	Aging	\$95,463
02C332	EARS	\$171,797
02C340	Evidence Based Programs	\$259,680
TOTAL		\$526,940

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

	<u>Fund No.</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
From:	42J	02C102	Aging	\$95,463
To:	100	001010	Salaries – General	\$95,463

- L. Expend funds upon proper demand of the General Manager of the Department of Aging, or designee; and

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

BACKGROUND

As a designated Area Agency on Aging (AAA), LADOA receives OAA and Older Californians Act (OCA) funding from CDA to provide assistance and related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within the City of Los Angeles Department of Aging service area. LADOA entered into a 4-year

agreement with CDA under MOU AAA-2425-25 (C.F. 24-0781) in June 2024 to provide Titles III-B, III-C, III-D, III-E, V, and VII program services to the community.

LADOA received notification from CDA regarding Amendment 7 to MOU AAA-2425-25 under Funding Release Memo (FRM) 2526-02, which includes grant award totaling \$1,476,208 for the Title V Senior Community Service Employment Program (SCSEP) providing employment training and supportive services to unemployed, low-income older adults in the City.

Subsequently, LADOA received FRM 2526-03 from CDA regarding Amendment 8 to MOU AAA-2425-25, which includes a total grant award of \$21,689,114 to the Area Plan (AP) for the delivery of social services and nutrition programs to older adults and caregivers in the City.

Table 1 below displays the total amount awarded to LADOA by CDA for Fiscal Year 25-26.

Table 1 –Fiscal Year 2025-2026 Award by Program

Program	Amount
Area Plan (AP-2526-25)	\$21,689,114
Title V – SCSEP (TV-2526-25)	\$1,476,208
Total Funding	\$23,165,322

OAA PROGRAMS AND SERVICES

Through AP-2526-25 awarded to LADOA by CDA, the Department is able to deliver a variety of older adults and caregiver services critical to the AAA's target population. AP funding facilitates LADOA's administration of a variety of older adult and caregiver programs that promote positive quality of life and independence. These programs include, but are not limited to, social, nutritional, legal, supportive, elder abuse protection and education, ombudsman, and transportation services. Funding for these programs are provided by the OAA and OCA (\$21,689,114) and supplemented by Proposition A funding (\$4,200,506) and City General fund (\$3,281,997) as indicated in Table 2 below.

Table 2 – Older Adult and Caregiver Services Program Funding

Funding Source	Service Provider Allocation	LADOA Administrative Costs	LADOA Direct Costs	Total
OAA and OCA Funds (CDA)	\$19,060,498	\$1,360,291	\$1,268,325	\$21,689,114
Prop A Local Transit Assistance Fund, Senior Citywide Scrip Program (C.F. No. 25-0600)	\$3,708,000	\$530,343	\$0	\$4,238,343
General Fund, Home Delivered Meals for Seniors (C.F. No. 25-0600)	\$2,300,093	\$0	\$0	\$2,300,093
General Fund, Congregate Meals for Seniors (C.F. No. 25-0600)	\$813,615	\$0	\$0	\$813,615
General Fund, Aging Programs, Various (C.F. No. 25-0600)	\$95,453	\$72,836	\$0	\$168,289
Total Funding	\$25,977,659	\$1,963,470	\$1,268,325	\$29,209,454

In April 2023, LADOA released several Requests for Proposals (RFPs) seeking qualified contractors to provide older adults and caregiver services through the operation of multipurpose centers (MPCs) or provide Citywide services at designated facilities for a total contract term of three (3) years (C.F. 23-0700). Contract term began July 1, 2023 through June 30, 2024, with the option to extend the term of the agreement for two (2) additional years in one-year increments.

LADOA requests authorization to exercise the second and final one-year contract extension and execute contracts (Attachments 2A-2E) for the period beginning July 1, 2025 through June 30, 2026 for senior social and nutrition services, elder abuse prevention, disease prevention/health promotion and the senior transportation program. These programs are funded by the OAA and OCA, and supplemented by the Prop A and City General Fund allocated in the adopted FY 2025-2026 City Budget (C.F. 25-0600). The Table 3 below displays the allocation of available funding, distributed per Aging Service Area (ASA) and/or respective service provider, for older adult and caregiver services.

In accordance with City contracting policies, the Office of the City Administrative Officer completed the Executive Directive 3 (ED3) review for service provider contracts on October 31, 2023 (CAO File No. 0150-12497-0000) and September 17, 2024 (CAO File No. 0150-12755-0001).

Table 3 – Funding Allocations per Service Provider and Aging Service Area

Service Provider	RFP/Service/Aging Service Area	FY 2025-26 Funding
Jewish Family Service of Los Angeles	MPC/West Wilshire ASA	\$829,874
Jewish Family Service of Los Angeles	MPC/Westside ASA	\$998,722
Mexican American Opportunity Foundation	MPC/Eastside ASA	\$2,181,916
ONEgeneration	MPC/Southwest Valley ASA	\$1,891,533
ONEgeneration	MPC/Northwest Valley ASA	\$1,489,681
San Fernando Valley Interfaith Council, Inc.	MPC/Mid-Valley ASA	\$1,469,823
San Fernando Valley Interfaith Council, Inc.	MPC/Northeast Valley ASA	\$1,470,850
San Fernando Valley Interfaith Council, Inc.	MPC/Southeast Valley ASA	\$1,342,742
St. Barnabas Senior Center of Los Angeles	MPC/City ASA	\$1,984,011
St. Barnabas Senior Center of Los Angeles	MPC/Northside ASA	\$1,595,598
Watts Labor Community Action Committee	MPC/Central ASA	\$1,847,142
Watts Labor Community Action Committee	MPC/South LA ASA	\$1,371,796
Watts Labor Community Action Committee	MPC/Southwestern ASA	\$1,269,582
Watts Labor Community Action Committee	MPC/West Adams ASA	\$1,384,747
Wilmington Jaycees Foundation, Inc.	MPC/Harbor ASA	\$1,075,866
Alzheimer's Greater Los Angeles	Family Caregiver Support/Citywide	\$167,473
Bet Tzedek	Legal Srv/Family Caregiver Sup/Citywide	\$190,505
Bet Tzedek	Title III-B Legal Services/Citywide	\$237,877
Chinatown Service Center	Information and Assistance/Citywide	\$63,318
Mexican American Opportunity Foundation	Information and Assistance/Citywide	\$63,318
Partners in Care Foundation, Inc.	Disease Prevention/Health Promotion/City	\$275,073
Special Service for Groups, Inc.	Family Caregiver Support/Citywide	\$317,375
St. Barnabas Senior Center of Los Angeles	Family Caregiver Support/Citywide	\$317,375
WISE and Healthy Aging	Ombudsman/Elder Abuse/Citywide	\$1,158,231
CNS / RQA / CA, Inc.	Regional Nutritionist/Citywide	\$430,822
Jewish Family Service of Los Angeles	Information and Senior Activities/Citywide	\$34,982
St. Barnabas Senior Center of Los Angeles	Information and Senior Activities/Citywide	\$34,982
Single Room Occupancy Housing Corporation	Hotel Alert/Central Business District	\$482,445
Total Funding		\$25,977,659

MINI-MPCs AT ECHO PARK, ESTELLE VAN METER, AND LGBTQIA

The LADOA currently operates three Mini-MPCs, using City General Funds, to provide scaled-down older adult and caregiver services that may include the following:

- Senior nutrition programs;
- Information and assistance services;

- Senior center activities such as recreation, education, art and volunteer services;
- Door-to-door transportation services including alternative transportation options;
- Case management designed to assist older adults with physical limitations to live independently and remain in their own home; and
- Outreach to inform seniors in the area about the services available.

Two of the Mini-MPCs provide critical support for the “home” agency/senior center, supplementing the services already provided to constituents within the specific targeted area. The third mini-MPC, targeting individuals in the lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual/agender (LGBTQIA) community, provides vital support for the LGBTQIA community citywide as an overlay to the City’s aging service area where a member of this community can receive services without fear, anxiety, and worry of feeling discriminated against.

In April 2023, LADOA released a RFP seeking qualified contractors to provide senior services through the operation of MPCs, which included the operation of the Echo Park and Estelle Van Meter Mini-MPCs by the winning proposer of ASA #8 (Northside) and ASA #14 (South LA) respectively. A RFP for the operation of the Mini-MPC targeting the LGBTQIA community was also released during the same time (C.F. 23-0700). Contracts resulting from these procurements have a total contract term of three (3) years. Contract term began on July 1, 2023 through June 30, 2024, with the option to extend the term of the agreement for two (2) additional years in one-year increments.

LADOA requests authorization to exercise the second and final one-year contract extension and execute a contract with Los Angeles LGBT Center (Attachment 2F) for the period beginning July 1, 2025 through June 30, 2026. Mini-Multipurpose Center Funding for St. Barnabas Senior Center of Los Angeles and Watts Labor Community Action Committee will be incorporated into the OAA agreement of each respective agency as identified in the previous section. These programs are funded by the General City Fund allocated in the adopted FY 2025-2026 City Budget (C.F. 25-0600). Table 4 below shows the allocation of funding for each of the Mini-MPC.

Table 4 – Mini-Multipurpose Center Funding per Contractor

Contractor	Mini-MPC Location	FY 2025-26 Funding
Los Angeles LGBT Center	LA LGBT Center Mini-MPC	\$435,000
St. Barnabas Senior Center of Los Angeles	Echo Park Mini-MPC	\$435,000
Watts Labor Community Action Committee	Estelle Van Meter Mini-MPC	\$435,000
General Fund Total		\$1,305,000

EVIDENCE BASED PROGRAMS

Disease Prevention and Health Promotion program provides evidence-based programs to improve health and well-being and reduce disease and injury. The programs and activities approved as evidence-based and made available through this program have demonstrated through rigorous evaluation to be effective in improving the health of older individuals. The program promotes healthy aging and an active healthy lifestyle can contribute to an older adult’s independence and quality of life.

In April 2023, LADOA released a RFP seeking qualified contractors to provide senior services through the operation of MPCs, which included the provision of providing evidence-based services and activities for a total contract term of three (3) years (C.F. 23-0700). Contract term began July 1, 2023 through June 30, 2024, with the option to extend the term of the agreement for two (2) additional years in one-year increments.

In addition, LADOA awarded Partners in Care Foundation a sole-sourced contract for the citywide EBP Technical Assistance Service since they are the statewide designated provider by the California Department of Aging as well as the national designated provider by the federal Office of Community Living/Administration on Aging.

The City Council and Mayor have approved funding of the EBP through the City General Fund (C.F. 25-0600). Funding for the EBP is also provided through the Community Development Block Grant (CDBG) Program Year 51 of the Housing and Community Consolidated Plan (Con Plan) for Fiscal Year 2025-2026, which is pending Council approval (C.F. 25-0525). Funding amounts in table 5 for the Evidence Based Program reflects the General Fund allocation and CDBG contract amounts and contracting authority submitted by the Communities and Investments for Families Department (CIFD).

LADOA requests authorization to exercise the second and final one-year contract extension and execute contracts (Attachment 2G) with EBP service provides for the period beginning July 1, 2025 through June 30, 2026.

Table 5 – Evidence Based Program Funding Allocation

Contractor	Aging Service Area	General Fund	CDBG Funding	Total Funding
Jewish Family Services	6, 7	\$97,180	\$32,700	\$129,880
Mexican American Opportunity Foundation	9	\$48,590	\$16,350	\$64,940
ONEgeneration	1,3	\$97,180	\$32,700	\$129,880
San Fernando Valley Interfaith Council	2, 4, 5	\$145,770	\$49,050	\$194,820
St. Barnabas Senior Center of Los Angeles	8, 10	\$97,180	\$32,700	\$129,880
Watts Labor Community Action Committee	11, 12, 13, 14	\$194,360	\$65,400	\$259,760
Wilmington Jaycees Foundation	15	\$48,590	\$16,350	\$64,940
Partners in Care Foundation	Citywide	\$4,148	\$14,430	\$18,568
Total Funding		\$732,998	\$259,680	\$992,668

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

The SCSEP provides classroom training, job-related training, and subsidized part-time work experience through nonprofit and governmental service agencies that serve as Host Agencies to 70 City residents who are 55 years old or older, unemployed, and have annual incomes that are no more than 125% of the Federal Poverty Guidelines. Program participants, who are categorized as trainees, are paid under the City classification of Community Administrative Support Workers. Participants perform a variety of training duties that include clerical and administrative functions, food service, and other community support work.

The SCSEP grant awarded to the Department is \$1,476,208 for the fiscal year 2025-2026. Funding allocation of program award is displayed in Table 6 below.

Table 6 – Title V Senior Community Service Employment Program Funding Allocation

Expense Category	Amount
Department Salaries	\$106,883
SCSEP Participant Salaries	\$1,178,196
Program Services	\$190,976
Program Supplies	\$153
Total Funding	\$1,476,208

FISCAL IMPACT STATEMENT

The proposed actions involve the allocation of Proposition A funds, Older Californians Act funds, Federal Older Americans Act Funds (including Title III, Title V, Title VII, and Ombudsman Program funds), Community Development Block Grant funds, and General City Purpose fund and the execution of contracts with service providers for older adult programs and services. Adoption of report recommendations will result in no material impact on the 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:yta:gdh/New Year Transmittal FY25-26 OAA

Attachments

cc: Heather Aubry, Assistant City Attorney
Nicole Gougis, Assistant City Attorney
Maria D. Gutierrez, Office of the City Administrative Officer
Allison Lamas, Office of the City Administrative Officer
Tony Wilkinson, Los Angeles Council on Aging

FY 2025 - 2026 DEPARTMENT OF AGING OAA CONTRACT ALLOCATION																									
OLDER AMERICANS ACT TITLE III, TITLE VII, AND PROP A																									
Aging Service Area	Contractor	Title III-B		Title III-B Ombudsman	State GF, Public Health L&C, State Health Fac.	Title III-C1				Title III-C2				Title III-D	Title III-E						Title VII (a)	Title VII (b)		Prop A	Grand Total
		OAA	GCP			OAA	OAA	State GF	NSIP	GCP	OAA	State GF	NSIP		GCP	OAA	OAA	OAA	OAA	OAA		OAA	OAA		
Social Services Program																									
West Wilshire	Jewish Family Services	\$ 94,607	\$ 3,032	\$ -	\$ -	\$ 145,686	\$ 26,519	\$ -	\$ 24,992	\$ 101,669	\$ 136,728	\$ -	\$ 73,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$829,874
Westside	Jewish Family Services	\$ 104,990	\$ 3,365	\$ -	\$ -	\$ 161,676	\$ 29,429	\$ -	\$ 27,735	\$ 112,828	\$ 151,735	\$ -	\$ 81,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$325,468	\$998,722
Eastside	Mexican American Opportunity Foundation	\$ 305,441	\$ 9,788	\$ -	\$ -	\$ 470,370	\$ 85,620	\$ -	\$ 80,691	\$ 328,255	\$ 441,446	\$ -	\$ 237,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$2,181,916
Southwest Valley	ONEgeneration	\$ 260,159	\$ 8,338	\$ -	\$ -	\$ 400,636	\$ 72,927	\$ -	\$ 68,728	\$ 279,590	\$ 376,001	\$ -	\$ 201,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,891,533
Northwest Valley	ONEgeneration	\$ 189,206	\$ 6,064	\$ -	\$ -	\$ 291,372	\$ 53,038	\$ -	\$ 49,984	\$ 203,338	\$ 273,455	\$ -	\$ 146,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$276,352	\$1,489,681
Mid Valley	San Fernando Valley Interfaith Council	\$ 194,396	\$ 6,230	\$ -	\$ -	\$ 299,367	\$ 54,493	\$ -	\$ 51,355	\$ 208,917	\$ 280,958	\$ -	\$ 150,903	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,469,823
Northeast Valley	San Fernando Valley Interfaith Council	\$ 186,898	\$ 5,990	\$ -	\$ -	\$ 287,818	\$ 52,391	\$ -	\$ 49,374	\$ 200,858	\$ 270,120	\$ -	\$ 145,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$272,320	\$1,470,850
Southeast Valley	San Fernando Valley Interfaith Council	\$ 158,634	\$ 5,084	\$ -	\$ -	\$ 244,290	\$ 44,468	\$ -	\$ 41,907	\$ 170,482	\$ 229,269	\$ -	\$ 123,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$325,468	\$1,342,742
City	St. Barnabas Senior Center of Los Angeles	\$ 274,581	\$ 8,800	\$ -	\$ -	\$ 422,844	\$ 76,969	\$ -	\$ 72,538	\$ 295,088	\$ 396,843	\$ -	\$ 213,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,984,011
Northside	St. Barnabas Senior Center of Los Angeles	\$ 214,011	\$ 6,859	\$ -	\$ -	\$ 329,570	\$ 59,991	\$ -	\$ 56,537	\$ 229,995	\$ 309,304	\$ -	\$ 166,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,595,598
Central	Watts Labor Community Action Committee	\$ 253,238	\$ 8,116	\$ -	\$ -	\$ 389,976	\$ 70,986	\$ -	\$ 66,899	\$ 272,151	\$ 365,996	\$ -	\$ 196,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,847,142
South LA	Watts Labor Community Action Committee	\$ 179,111	\$ 5,740	\$ -	\$ -	\$ 275,826	\$ 50,208	\$ -	\$ 47,317	\$ 192,489	\$ 258,865	\$ -	\$ 139,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,371,796
Southwestern	Watts Labor Community Action Committee	\$ 154,884	\$ 4,964	\$ -	\$ -	\$ 238,517	\$ 43,417	\$ -	\$ 40,917	\$ 166,452	\$ 223,850	\$ -	\$ 120,229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$276,352	\$1,269,582
West Adams	Watts Labor Community Action Committee	\$ 181,132	\$ 5,805	\$ -	\$ -	\$ 278,935	\$ 50,774	\$ -	\$ 47,851	\$ 194,659	\$ 261,783	\$ -	\$ 140,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,384,747
Harbor	Wilmington Jaycees Foundation	\$ 132,965	\$ 4,261	\$ -	\$ -	\$ 204,760	\$ 37,272	\$ -	\$ 35,126	\$ 142,895	\$ 192,169	\$ -	\$ 103,214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$223,204	\$1,075,866
Central Business District	Single Room Occupancy Corp.	\$ 179,458	\$ -	\$ -	\$ -	\$ 122,446	\$ 21,068	\$ -	\$ 39,216	\$ 31,811	\$ 40,834	\$ -	\$ 47,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$482,445
	Sub-Total	\$ 3,063,711	\$ 92,436	\$ -	\$ -	\$ 4,564,089	\$ 829,570	\$ -	\$ 801,167	\$ 3,131,477	\$ 4,209,356	\$ -	\$ 2,286,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,708,000	\$ 22,686,328
Social Services Program																									
Citywide	Bet Tzedek Legal Services	\$ 237,877	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$237,877
Citywide	Consultant Nutrition Services	\$ -	\$ -	\$ -	\$ -	\$ 256,518	\$ -	\$ -	\$ 12,448	\$ 148,285	\$ -	\$ -	\$ 13,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$430,822
Citywide	Jewish Family Services OASIS	\$ 34,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$34,982
Citywide	St. Barnabas Senior Center of Los Angeles OASIS	\$ 34,982	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$34,982
Citywide	Chinatown Service Center	\$ 63,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$63,318
Citywide	Mexican American Opportunity Foundation	\$ 63,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$63,318
Citywide	Partners In Care Foundation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,073	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$275,073
Citywide	WISE & Healthy Aging	\$ -	\$ -	\$ 63,995	\$ 931,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$112,574	\$47,449	\$3,017	\$ -	\$1,158,231
	Sub-Total	\$ 434,477	\$ -	\$ 63,995	\$ 931,196	\$ 256,518	\$ -	\$ -	\$ 12,448	\$ 148,285	\$ -	\$ -	\$ 13,571	\$ 275,073	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,574	\$ 47,449	\$ 3,017	\$ -	\$ 2,298,603
Family Caregiver Support Program																									
Citywide	Alzheimer's Greater LA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$21,219	\$33,545	\$83,066	\$ -	\$29,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$167,473
Citywide	Bet Tzedek Legal Services*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	\$0	\$ -	\$0	\$ 190,505	\$ -	\$ -	\$ -	\$ -	\$190,505
Citywide	Special Service for Groups	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$42,814	\$85,660	\$128,473	\$ 15,000	\$45,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$317,375
Citywide	St. Barnabas Senior Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$42,814	\$85,660	\$128,473	\$ -	\$60,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$317,375
Citywide	Wilmington Jaycees Foundation***	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$0	\$0	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,847	\$ 204,865	\$ 340,012	\$ 15,000	\$ 135,499	\$ 190,505	\$ -	\$ -	\$ -	\$ -	\$ 992,728
Total Program Funding		\$ 3,498,188	\$ 92,436	\$ 63,995	\$ 931,196	\$ 4,820,607	\$ 829,570	\$ -	\$ 813,615	\$ 3,279,762	\$ 4,209,356	\$ -	\$ 2,300,093	\$ 275,073	\$ 106,847	\$ 204,865	\$ 340,012	\$ 15,000	\$ 135,499	\$ 190,505	\$ 112,574	\$ 47,449	\$ 3,017	\$ 3,708,000	\$ 25,977,659

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No. ()

Project Title: THE MULTIPURPOSE, SOCIAL SERVICES,
NUTRITIONAL AND TRANSPORTATION PROJECT

Contractor:

Doing Business As: N/A

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

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.044	Title III-B: Supportive Services	2025	2501CAOASS-01	Older Americans Act Title III- Supportive Services
93.045	Title III-C Nutrition Services	2025	2501CAOACM-01	Older Americans Act Title III- Congregate Services
93.045	Title III-C Nutrition Services	2025	2501CAOAHD-01	Older Americans Act Title III- Home Delivered Meals
93.053	Nutrition Services Incentive Program	2025	2501CAOANS-01	Older Americans Act -Nutrition Services Incentive Program
10.576	Senior Farmers Market Program	2025	227CACA3Y8313 227CACA3Y8314	Senior Farmers Market Program

Center(s): N/A

Delivery Service Area (if applicable) ASA

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EXHIBITS

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EXHIBIT B	INSURANCE REQUIREMENTS
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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
. RELATING TO
THE MULTIPURPOSE, SOCIAL SERVICES, NUTRITIONAL AND TRANSPORTATION PROJECT

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and ., a California nonprofit corporation (Contractor) for the provision of services related to the Multipurpose, Social Services, Nutrition and Transportation 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 and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Numbers 23-0700, and 25-0600 dated 06/30/2023 and **TBD** 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:

With copies to:

§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, 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, 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, 2025 to June 30, 2026, 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), and Proposition A which provides for social, nutrition, and transportation 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.

A. Social Service Program

- 1. The intent of the MPC and mini-MPC Social Services, Nutrition, and Transportation Programs for the Elderly is the provision of services that are necessary for the general welfare of older adults 60 years of age and older and designed to assist them in avoiding institutionalization. The Social Service Program is funded under Title III-B of the OAA and/or the CGF and provides supportive services enabling older adults to remain living in their home. Those services as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS) [OAA § 321(a)] are categorized as Priority Services and Other Support Services.

- a. Priority Services are divided into three sub-categories:

<<AGENCY NAME>>

Access Services: Information & Assistance, Case Management, Assisted Transportation, Transportation, Outreach, Comprehensive Assessment, Health, Mental Health and Public Information;

In-Home Services: Personal Care, Homemaker, Chore, Visiting, Respite Care, Alzheimer's Day Care, Residential Repairs/Modifications, Adult Day/Health Care and Telephone Reassurance; and

Legal Assistance:

b. The following services are identified as Other Support Services:

Cash/Material Aid, Community Education, Disaster Preparedness Materials, Employment, Housing, Interpretation/Translation, Mobility Management Activities, Peer Counseling, Personal Affairs Assistance, Personal/ Home Security, Registry and Senior Center Activities.

2. Title III-B Supportive Services are, generally, centrally located and primarily provided from a designated MPC and/or Mini-MPC that serves as the focal point of the community.

B. Nutrition Program

1. Title III-C meals are compliant with the Older Californians Nutrition Program Menu Guidance available at:
<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>

2. Title III C-1 (Congregate Nutrition Services): The Congregate Nutrition Services program provides 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)]

3. Title III C-2 (Home Delivered Nutrition Services) The Home Delivered Nutrition Services program provides nutrition services to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide a minimum of one third (1/3) DRI and comply with the current DGA.

4. 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 Categorization

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 Categorization

To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

C. MPC Para-transit Program

1. Under Proposition A (Transit funds), the City makes funds available to provide personal transportation services on a door-to-door basis for frail elderly and individuals with disabilities in each ASA. The intent of the para-transit program is to provide services to help those persons whose physical or mental disabilities preclude usage of traditional curb-to-curb transit services. Vehicles are assigned to each service area. Voluntary cost sharing fees may be paid by participants to help offset operational costs of the program.

D. 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 Dollars (\$) 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, 2025 Through June 30, 2026	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Proposition A	TOTAL FUNDS
--	--------------------	---------------------	---------------------	------------------	-------------

GRANT FUNDS					
STATE FUNDS					
NSIP FUNDS					
CITY GENERAL FUNDS					
PROP A FUNDS					
TOTAL FUNDING					

<<ASA NAME>> ASA July 1, 2025 Through June 30, 2026	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Proposition A	TOTAL FUNDS
GRANT FUNDS					
STATE FUNDS					
NSIP FUNDS					
CITY GENERAL FUNDS					
PROP A FUNDS					
TOTAL FUNDING					

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):	2501CAOASS-01 2501CAOACM-01 2501CAOAHD-01 2501CAOANS-01 227CACA3Y8313 227CACA3Y8314
Federal Award Date:	2023-2025
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

<<AGENCY NAME>>

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 Funded Agreements:

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

<<AGENCY NAME>>

- 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 (##) 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: _____
Chris Lee
Deputy City Attorney

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

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

For:

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name: _____
Title: _____

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 24-0600; Date of Approval: TBD

Council File Number: TBD; Date of Approval: TBD

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

<<AGENCY NAME>>

LADOA FY 2024-2025 OAA MPC Contract - <<ASA(s)>>

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

100% of the

contract price

Crime Insurance

Other: _____

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. OAA – Title III-B

1. The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities, including client assessment through case management and integration and coordination of community services such

as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource development and management to assist such individuals to live independently in a home environment.

2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
3. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.
4. The Contractor's senior services director is responsible for the overall coordination of the MPC.
5. The Contractor shall ensure that each of its employees, who provides personal care services in the homes of service recipients, and is not a registered nurse, licensed practical nurse, or certified nursing assistant, shall have adequate training. Adequate training as defined below:
 - a. Provided by an agency or organization other than the employer of the employees,
 - b. Provided by registered nurses or licensed vocational nurses (or trainers of like or greater qualifications) with prior teaching or training experience, and
 - c. At least a total of fifty (50) hours of training covering at least the following subjects:
 - mobility and safe transfer techniques;
 - range of motion and positioning;
 - safety and security;
 - personal hygiene and grooming;
 - nutrition, food preparation, food safety;
 - reading and recording vital signs;
 - observations;
 - reporting;
 - activities of daily living;
 - body functions, changes, and physical and emotional characteristics in the served populations;
 - recognition and procedures for emergencies;
 - infection control;
 - maintenance of a clean and safe environment;
 - CPR and first aid;
 - Alzheimer's disease, dementia, death and dying; and
 - consumer independence.
6. The Contractor shall ensure that all covered employees providing services under this agreement shall have completed such training within six (6) months after the effective date of this agreement. In order to ensure that this requirement is complied with, the Contractor shall maintain a current list of the employees providing services under the agreement together with information about whether each employee has completed the required training and, if so, the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by CDA and/or LADOA upon request.
7. If the Contractor enters into any subcontract for the provision of personal care services in the homes of service recipients, the Contractor shall include the foregoing provisions in any such subcontract and ensure that the subcontractor complies with the foregoing requirements.
8. Units of Service
 - a. 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:

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
PERSONAL CARE: PROGRAM #1				
Personal Care:	1 Hour			
HOMEMAKER: PROGRAM #2				
Light Housework:	1 Hour			
CHORE: PROGRAM #3				
Heavy Housework	1 Hour			
CASE MANAGEMENT: PROGRAM #6				
Care Planning:	1 Hour			
Service Authorization:	1 Hour			
Case Monitoring:	1 Hour			
INFORMATION & ASSISTANCE: PROGRAM #13			n/a	n/a
Information:	1 Contact			
Assistance:	1 Contact			
Follow-Up:	1 Contact			
OUTREACH: PROGRAM #14			n/a	n/a
Outreach:	1 Contact			
OTHER SUPPORT SERVICES: PROGRAM #15			n/a	n/a
Comprehensive Assessment:	1 Hour			
Senior Center Activities:	1 Hour			
Visiting:	1 Hour			
Telephone Reassurance:	1 Contact			
Personal Affairs:	1 Contact			

F. Congregate Nutrition Services (OAA Title III-C1)

1. The congregate meal program shall provide meals to persons sixty years of age or older (60+) and their spouse (regardless of age) and to qualified disabled adults. The Contractor shall serve all underrepresented groups in each ASA in which services are being provided in proportion to the number of that underrepresented group as is shown in the 2010 Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The health, ethnic, and religious needs of the participants shall be considered in meal planning.

2. The Contractor shall ensure Title III-C1 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Congregate Nutrition Program.
4. 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.
5. The Contractor shall provide a minimum of N/A client one-way trips to nutrition sites with Title III-C1 Grant-related income, or matching or non-matching resources.
6. The Contractor shall provide nutrition outreach to a minimum of N/A individuals. It is estimated that this will require twenty-four (24) hours to be spent on outreach-related efforts.
7. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions. A charge shall be in effect for non-senior meals. The charge shall reflect the actual cost of the meal and any administrative cost associated with providing the meal. Non-senior meals shall be available after ensuring all seniors requesting a meal have been served.
8. The Contractor shall not use either grant or program income funds of a congregate nutrition program to supplement any other program component.
9. The Contractor shall not serve fewer than twenty (20) participants at each site.
10. 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.
11. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for the Nutrition Services Incentives Program (NSIP) cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

12. Units of Service

a. AGING SERVICE AREA

The Contractor shall provide hot or other appropriate meals with prior approval from LADOA in congregate setting one time(s) a day, Monday through Friday, except for authorized holidays, serving new clients, and unduplicated clients for the contract period, providing meals for the contract period of 249 serving days.

Site Name	Site Address	Site Hours	Meals Per Day	Meals For Contract Period	New Clients	Unduplicated Clients
		to Monday - Friday				
		to Monday - Friday				
		to Monday - Friday				

		to Monday - Friday				
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G. Home-Delivered Nutrition Services (OAA Title III-C2)

1. The home-delivered meals program shall provide home-delivered meals to persons 60 years of age or older who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The Contractor shall serve all groups in each ASA in which services are being provided in proportion to the number of that group in the ASA as is shown in the Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Individuals with disabilities who reside in a non-institutional household with an individual eligible for home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.
2. The Contractor shall ensure Title III-C2 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Home-Delivered Nutrition Program.
4. The Contractor shall ensure that they 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.
5. The Contractor shall provide nutrition outreach to a minimum of one thousand (1,000) individuals.
6. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions.
7. The Contractor shall perform a quarterly assessment of participants in the home-delivered nutrition program, to ensure their continued eligibility.
8. The Contractor shall not use either grant or program income funds of a home-delivered nutrition program, to supplement any other program component.
9. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for the NSIP cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

10. Units of Service

a. AGING SERVICE AREA

The Contractor shall provide hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from the LADOA is required if cold, frozen, dried, canned, or other appropriate meals are to be served. The Contractor shall serve unduplicated clients and new clients for the contract period, providing meals for the contract period of serving days and an additional meals funded by the Trust Fund for Thanksgiving meals.

H. Nutrition Education

Nutrition Education means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. The Contractor shall ensure nutrition education content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

I. Transportation Assistance Program (Proposition A)

1. The Contractor shall provide to frail, older, and disabled persons a door-to-door paratransit service. This MPC based transit service shall be operated Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding MPC observed holidays.
2. Participant cost for each one-way trip shall be a minimum of \$0.50.
3. Trip destinations that are not in the ASA of the organization shall be scheduled on the same basis as trips remaining within the ASA of the organization.
4. Para transit services shall be provided by Contractor, in conjunction with its existing social, nutrition, and home related services.
5. Contractor shall comply with the "Prop A MPC Based Paratransit Manual," regarding all policies and procedures for senior alternative transportation.
6. Units of Service
 - a. AGING SERVICE AREA

The Contractor shall provide Proposition A transportation services, which include, but shall not be limited to one-way trips.

J. Senior Farmer's Market Nutrition Program (SFMNP)

1. Under the guidance of US Department of Agriculture's Food and Nutrition Services Agency (USDA, FNS) and the California Department of Food and Agriculture (CDFA), and as per 7 CFR 249, the City allocates SFMNP check booklets to enable seniors age sixty and older (60+) with access to fresh fruits and vegetables.
2. The Contractor shall provide for the distribution, tracking, and reporting of the SFMNP check booklets in line with all applicable federal, state, and local regulations.
 - a. AGING SERVICE AREA

The Contractor shall distribute (SFMNP) 2024 booklets to eligible low-income seniors within the ASA of the organization. Each participant may receive only one booklet worth \$50. Each booklet consists of five (5) \$10.00 vouchers redeemable at selected farmers' markets in exchange for fresh fruits, herbs, and vegetables.

K. Outreach Services Program (OAA Title III-B, III-C1, and III-C2)

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.)

L. Information and Assistance Services Program (OAA Title III-B)

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

M. Grant-Related Income (OAA Titles III-B, III-C1, and III-C2)

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).

N. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus one (1) of the membership must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. (Not applicable to regional nutritionist contractor.)

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Project Title: THE III-B AND III-E LEGAL SERVICES PROJECT

Contractor:

Doing Business As: N/A

Type of Organization: Non-Profit

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.044	Title III-B: Supportive Services	2025	2501CAOASS	Older Americans Act Title III-Supportive Services
93.052	Title III-E: Family Caregiver Support Program	2025	2501CAOAFc	Older Americans Act Title III-Family Caregivers

Center(s): N/A

Delivery Service Area
(if applicable) CITYWIDE

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
BET TZEDEK RELATING TO
TITLE III-B AND III-E LEGAL SERVICES PROJECT

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and Bet Tzedek, a California nonprofit corporation (Contractor) for the provision of services related to the Legal Services Project.

RECITALS

WHEREAS, the City has entered into Grant Agreements (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 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 Titles III-B and III-E Legal Services Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by the CDA pursuant to the OAA Program; 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 23-0700 and 25-0600 dated 06/30/2023 and TBD 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:

With copies to:

§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, 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 Provisions 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, 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, 2025 to June 30, 2026, and any additional time up to 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

- A. Title III-B Legal Services

The Scope of Work shall consist of legal services provided to people sixty years and older (60+), with emphasis on serving seniors with greatest economic or social need, and with particular attention to minorities and those with non or limited proficiency in the English language whose income is at or below poverty level. Legal Assistance services pursuant to the OAA under Title III B, provides for the provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

The legal activities provided under this contract should have the following priorities available to seniors free of charge:

- 1. Public entitlement laws such as disability benefits under Social Security and Supplemental Security Income (SSI), In-Home Supportive Services, Medi-Cal, Medicare, etc.
- 2. Housing related law, including but not limited to landlord-tenant disputes, rent-related issues, condominium conversions, foreclosures, and home equity fraud.
- 3. Personal and institutionalized advocacy in long-term care facilities, board and care facilities, conservatorships and guardianships.
- 4. Assistance in handling financial affairs, such as simple wills, bankruptcy, representative payee, powers of attorney and employment issues.
- 5. Consumer problems regarding goods and services and civil liability.

- B. Title III-E Caregiver Legal Resources Services

The Scope of Work shall consist of legal services provided to: (i) Adult family member or other informal caregivers age eighteen or older (18+) providing care to individuals age sixty or older (60+); (ii) Adult family members or other informal caregivers age eighteen or older (18+) providing care to individuals of any age with Alzheimer's disease or related disorder with neurologic and organic brain dysfunction; (iii) Relatives, not parents, age fifty-five or older (55+) providing care to children under the age of eighteen (18); and (iv) Relatives, including parents, age fifty-five or older (55+) providing care to individuals of any age with a disability. The legal services provided in support of the Family Caregiver Support Program (FCSP) is for the provision of services that will provide caregivers the appropriate legal assistance, within a limited period of time, that will enable the caregiver to maintain the continuity of care and/or expand the scope, impact and effectiveness of the care being provided, or required, to sustain the care recipient. Services must address the needs of both of the distinct populations served by this program.

1. Providing expertise through a formal Kinship Care Project and Caregiver program with access to specialized attorneys and paralegals located at the main office.
2. Providing sound advice, given the particular situation each family faces, in regards to seeking aid from the probate court or the dependency court systems.
3. Providing assistance to grandparents, regarding supplemental benefits available for children with disabilities.
4. Obtaining specialized educational plans for mentally disabled children.
5. Providing assistance on issues surrounding adoption or the abandoned children.
6. Providing actual representation in legal guardianship cases, and adoption proceedings.
7. Providing legal services necessary to support the particular or individual needs of the family.
8. Providing legal financial planning to the client and their family.
9. Providing advice and representation in regular and long term care Medi-Cal, In Home Supportive Services, and Veterans Aid and Attendance benefits cases.
10. Providing caregivers with assistance in securing In Home Supportive Services benefits, representation for conservatorships and referrals to support groups.

Legal services are to be provided with an emphasis on serving those persons with the greatest economic and/or social need with particular attention to minorities and those with non or limited proficiency in the English language who are at or below the poverty level.

Legal services pursuant to the OAA under Title III-E is to assist caregivers with securing their rights, benefits, and entitlements and provide legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

C. 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 Dollars (\$) 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. The 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:

CITYWIDE July 1, 2025 – June 30, 2026	GRANT FUNDS	TOTAL FUNDING
OAA Title III-B Legal Services		
OAA Title III-E, Caregiver Legal Services		
OAA Title III-E, Kinship Care Legal Services		
TOTAL FUNDS		

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):	2501CAOASS 2501CAO AFC
Federal Award Date:	2023 – 2026
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, the Contractor is required to provide a 10% match (III-B) and 25% (III-E) 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 the 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 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 29 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 disability, 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 Opportunity 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

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

- 1. 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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- 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 an 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).

- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.
- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.*, and any successor legislation.

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.

- I. 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 ensuring 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 Funded Agreements:

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.
 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. 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, and 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 subcontractor 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 Integrated Services Information System 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 and/or the City of Los Angeles 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/or the City of Los Angeles 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

§701 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 (##) 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: _____
Assistant City Attorney

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

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For:

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name: _____
Title: _____

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 25-0600; Date of Approval: TBD

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

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 is subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards) as determined appropriate by the U.S. Commissioner on Aging (only applicable to Legal Services contractors).

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 nutrition education and counseling.

B. Targeting of Services

1. Title III-B

- a. 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 low income 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.
- b. 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.
- c. 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.

2. Title III-E

- a. Services shall be targeted to:
 - 1). Caregivers who are older individuals aged fifty-five or older (55+) with the greatest economic or social need, and with particular attention to low-income older individuals;
 - 2). Older relative caregivers, aged 55 or older (55+), of children with severe disabilities, or individuals with disabilities who have server disabilities; and
 - 3). Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- b. Legal services are to be provided with an emphasis on: those caregivers who are older individuals with the greatest economic and/or social need with particular attention to minorities and those with non or limited proficiency in the English language who are at or below the poverty level; older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe

disabilities; or family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

- c. Legal services, under Title III-E, is to assist caregivers with securing their rights, benefits, and entitlements and provide legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

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 the California Department of Aging (CDA), a copy of which has been furnished to the Contractor by the City.

D. Legal Assistance Program

1. Legal Services

- a. Contractor shall provide legal services to address unmet legal needs of disadvantaged or vulnerable population, balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- b. Contractor shall work collaboratively with LADOA and local stakeholders to establish specific local priorities for legal services, identifying issues of greatest concern to the service area and its identified target population(s).
- c. Contractor, after working with LADOA and local stakeholders to identify local priorities, shall provide legal services from the list of substantive legal issues established under the OAA. Each larger issue and each sub-issue has been identified as commonly arising issues in California. These issues are not listed in order of priority and the list is not exhaustive.

1) Income / Nutrition

- a) Supplemental Security Income (SSI)
- b) Social Security
- c) Pensions / Retirement
- d) CalFresh / Supplemental Nutrition Assistance Program (SNAP)
- e) Unemployment

2) Housing / Utilities

- a) Tenant Rights
- b) Real Property
- c) Utilities

3) Long-Term Care

- a) Skilled Nursing Facility (SNF)
- b) Facility Issues
- c) Community-based, Long-term Care Services

4) Healthcare

- a) MediCal
- b) Medicare
- c) Managed Care
- d) Provider / Services Access
- e) Private / Insurance

5) Protective Services / Elder Abuse / Defense against Conservatorship

- a) Conservatorship Issues [Focus on defending older persons against guardianship as call for in the OAA § 321 (a)(6)]
 - b) Restraining Orders
 - c) Abuse / Neglect
 - d) Exploitation
 - e) Advanced Planning / Autonomy / Advance Directives
- d. Additionally, the Contractor should give consideration to providing legal services in the following list of issues identified as priorities in California:
 - 1) Consumer
 - a) Bankruptcy / Debt
 - b) Contracts / Warranties
 - c) Scams / Identity Theft
 - 2) Civil Rights
 - a) Limited English Proficiency (LEP) Rights
 - b) Discrimination
 - c) Immigration
- e. Contractor is not required to provide services in all the issue areas identified above.
- f. Contractor has the discretion to accept special compelling cases in other substantive issue areas not identified above.
- 2. Contractor Responsibilities
 - a. Legal assistance program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law.
 - b. Contractor program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
 - c. Contractor program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.
 - d. Contractor must carry adequate malpractice insurance for each of the programs in accordance with the minimum insurance requirements within the Agreement.
 - e. Contractor shall refer clients, as necessary, to other appropriate agencies or organizations for services.
 - f. Contractor shall develop policies and procedures for case intake, acceptance, and rejection.
 - g. Contractor shall make available to all appropriate staff relevant legal authorities, including but not limited to, relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
 - h. Contractor shall develop and follow protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations [45 C.F.R. §1321.71(g)].

3. Comply with specific requirements of the OAA by doing the following:
 - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources [42 U.S.C. §3027(a)(11)(D)]. Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds [42 U.S.C. §3030c-2(b)(4)(E)].
 - b. Not condition access to the provision of Title III-B funded legal assistance to any persons sixty year of age or older (60+) solely on the individual's level of income [42 U.S.C. §3030c-2(b)(3)]. However, Contractor may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social and economic needs [45 C.F.R. §1321.71(e)].
 - c. Not deny services to any individual who does not contribute to the cost of the service [42 U.S.C. §3030c-2(b)(3)]. Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions [42 U.S.C. §3030c-2(b)(4)(c)]. Contractor shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
 - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients [45 C.F.R. §1321.71(c)(5)].
 - e. Coordinate with the local Legal Services Corporation (LSC) program, if the Contractor is not an LSC-funded program [42 U.S.C. §3027(a)(11)(B)].
 - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis [42 U.S.C. §3027(a)(11)(A)(iii)].
4. Coordination with Long-Term Care Ombudsman Program
 - a. The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTFC residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices.
 - b. Contractor and the ombudsman service provider operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which shall outline their respective roles and responsibilities, mechanisms for appropriate referral to the Contractor, and other coordination issues.
 - c. Contractor shall coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a MOU that addresses conflict of interest, provision of legal advice, procedures for referral, and other technical assistance.
 - d. Contractor may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
 - e. Contractor may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. Contract shall not provide legal representation to the ombudsman program. Representation of the ombudsman program is the responsibility of the State.

5. Other Coordination Expectations

- a. Contractor are to coordinate with the network of other service providers, including but not limited to, other Legal Service Providers (LSP), Health Insurance Counseling and Advocacy Program (HICAP), senior information and assistance, Adult Protective Services (APS), law enforcement, and case management services, within the limits of confidentiality.
- b. Contractor and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
- c. Contractor and statewide or regional senior hotline, if available, shall coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

6. Ethical Guidelines

- a. Contractor must maintain confidentiality in accordance with relevant law and professional codes.
- b. Contractor must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code §6000, et seq.) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
- c. Contractor shall develop and make available to LADOA and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
- d. Contractor shall exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
- e. Contractor are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and client services communities about the potential conflict.

7. Participant voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section H) shall recommend a suggested schedule of voluntary contributions rates which the Contractor will post in a prominent location within the service area. The Contractor's senior services director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the voluntary contributions.

8. Units of Service

a. TITLE III-B – CITYWIDE AGING SERVICE AREA

The Contractor shall operate the following sites a minimum of eight (8) hours per day, from 9:00 a.m. to 4:00 p.m., Monday through Friday, for a minimum of 249 days, except for authorized holidays: The Contractor shall provide but not be limited to the following minimum service units for the following activities and services:

July 1, 2025 Through June 30, 2026			
Site Name	Site Address	NEW CLIENTS SERVED	UNITS OF LEGAL ASSISTANCE (HOURS)
Bet Tzedek Offices and Other Miscellaneous Intake Locations	3250 Wilshire Boulevard, 13th Floor, Los Angeles 90010		
Alicia Broadus-Duncan Multipurpose Senior Center	11300 Glenoaks Boulevard, Pacoima 91331		

ONEgeneration Senior Enrichment Center	18255 Victory Boulevard, Reseda 91335		
Mexican American Opportunity Foundation Senior Services Div.	2130 East 1st Street, suite 2200 Los Angeles 90033		
St. Barnabas Multipurpose Senior Center	675 S. Carondelet Street, Los Angeles 90057		
Watts Labor Community Action Committee	5133 S. Crenshaw Blvd., Los Angeles 90043		
Watts Labor Community Action Committee	2528 West Boulevard, Los Angeles 90016		
Theresa Lindsay Multipurpose Senior Center	429 E. 42nd Place, Los Angeles 90011		
Bradley Multipurpose Senior Center	10937 S. Central Ave., Los Angeles 90059		
Wilmington Multipurpose Senior Center	1371 Eubank Ave., Wilmington 90744		
Lincoln Heights Senior Center	2323 Workman Street, Los Angeles 90031		

b. **TITLE III-E – CITYWIDE AGING SERVICE AREA**

The Contractor shall provide, but not be limited to, the following minimum legal services units, provided citywide, Monday through Friday, 9:00 a.m. to 4:00 p.m., for a minimum of 249 days, except for authorized holidays.

Original Title III-E Family Caregiver Support Program Legal Services: Units of Service			
Information Services	New Clients Served	Unit Measurement	UNITS OF SERVICE
Community Education on Caregiving (Caring for Elderly)		Number of Activities	
Community Education on Caregiving (Caring for Child)		Number of Activities	
Total			
Access Assistance	New Clients Served	Unit Measurement	UNITS OF SERVICE
Caregiver Legal Resources (Caring for Elderly)		One-on-One Contact	
Caregiver Legal Resources (Caring for Child)		One-on-One Contact	
Total			

E. Outreach Services Program (OAA Title III)

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.)

F. Information and Assistance Services Program (OAA Title III-B)

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

G. Grant-Related Income (OAA Titles III)

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 income 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).

H. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus one (1) of the membership must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions.

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 to 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-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.

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), 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 disks (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. Grievance Procedures

Service providers shall establish a written grievance process for reviewing and attempting to resolve complaints of program participants or on behalf of the participant. 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 multipurpose senior centers. 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.

Q. 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.

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Project Title: THE TITLE III-D DISEASE PREVENTION AND HEALTH PROMOTION
SERVICES PROGRAM

Contractor:

Doing Business As: N/A

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

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.043	Family Caregiver Support Program	2025	2501CAOAPH-01	Older Americans Act Title III-Preventive Health

Center(s):

Delivery Service Area (if applicable) CITYWIDE

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
RELATING TO
THE TITLE III-D DISEASE PREVENTION AND HEALTH PROMOTION SERVICES PROGRAM

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and _____, a California nonprofit corporation (the "Contractor") for the provision of services related to the Disease Prevention and Health Promotion Services Project.

RECITALS

WHEREAS, the City has entered into Grant Agreements (Agreement number MOU AAA-2425-25) with the State of California and the California Department of Aging (State and the 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 City General Fund (CGF); and

WHEREAS, the 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, Title III-D Disease Prevention and Health Promotion Services Program has been established by the City as one of the above described programs, and has been funded in the LADOA budget by the CDA pursuant to the OAA Program; 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 23-0700, 25-0600 and **TBD** dated 06/30/2023, **TBD** and **TBD** 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:

With copies to:

§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 by reference, 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, 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 Provisions 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, 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 Director's 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, 2025 to June 30, 2026, and any additional time up to 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 Older Americans Act (OAA) under Title III (parts D), which provides evidence-based Disease Prevention and Health Promotion services to persons aged sixty years old or older (60+) 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 multipurpose center (MPC) or senior mini multipurpose center (mini-MPC), which is the designated focal point in each of the fifteen (15) Aging Service Areas (ASAs), the Central Business District, or at other sites within the boundaries of the City of Los Angeles.

A. Title III-D – Disease Prevention and Health Promotion Services

The intent of Disease Prevention and Health Promotion Services is to provide evidence-based program and services that are necessary for the general welfare of older adults sixty years of age and older (60+) and designed to assist them in avoiding institutionalization. The Disease Prevention and Health Promotion Services are funded under Title III-D of the OAA enabling older adults to remain living in their home providing services that will:

- Improve health and promote healthy lifestyles;
- Reduce the impact that physical disorders have on the quality of life of older adults;
- Promote and engage older adults in exercise and other health related activities; and
- Address issues of incorrect medication and adverse drug reactions.

1. Evidence-Based Disease Prevention Programs

Contractor shall provide evidence-based disease prevention programs (EBPDP) from the LADOA approved list (below). The list may be updated as new programs become available. Contractor must provide a minimum of one (1) evidence-based program from each of the two (2) categories listed. Contractor cannot modify the selection of program(s) being provided under the EBPDP without prior approval from LADOA.

a. Self-Management Programs:

- 1) Chronic Disease Self-Management/Healthier Living – English Version
- 2) Tomando Control de su Salud – Spanish Version

b. Physical Activity Programs:

- 1) A Matter of Balance (English and Spanish)
- 2) Active Start (English and Spanish)
- 3) Aquatics Exercise ProgramSM (English and Spanish)
- 4) Arthritis Foundation Walk With Ease ProgramSM

c. Program Options

In addition, Contractor may provide programming activities that reflect a combination of health screening, medication management, education, counseling and other activities that promote physical fitness, falls prevention, and emotional well-being. Services are directed to prevent and mitigate the consequences of chronic diseases in participants with an emphasis on evidence-based health promotion programs.

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 Dollars (\$) 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:

CITYWIDE ASA July 1, 2025 - June 30, 2026	GRANT FUNDS	TOTAL FUNDING
OAA Title III-D, Disease Prevention and Health Promotion Services	\$	\$
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):	2501CAOAPH-01
Federal Award Date:	2025-2026
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 the 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 mean costs incurred for a common or joint purpose benefiting more than one (1) 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 ten percent (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 the 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.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City 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 handicap, 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

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

- 1. 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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - 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 an 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 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 insure meaningful access to its programs and activities by person with LEP as more fully described in 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 handicap.

- 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, EO 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.213, 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 Funded Agreements:

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 American 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. 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 \$500 or more per unit and is expected to have a useful life of one (1) year or more. Items costing below \$500, 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 Control 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 the 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 the 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, 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 Integrated Services Information System 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 and/or the City of Los Angeles 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/or the City of Los Angeles 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

§701 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 H, 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 §804 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 _____ (_____) pages, and ten (10) exhibits, that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized 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: _____

Assistant City Attorney

By: _____

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

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For:

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____

Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name:
Title:

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 25-0600; Date of Approval: TBD

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

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 be responsible for the reporting of the monthly Management Information System (MIS) data to the Los Angeles Department of Aging (LADOA).

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.
1. 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.
2. 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.

The units of service referred to in the Agreement are as follows:

1. Title III-D Disease Prevention and Health Promotion Services

A unit of service will be identified as one contact for each program participant participating in one of the following programs:

- a. Healthier Living /Chronic Disease Self-Management Program (CDSMP)
- b. Tomando Control de Su Salud
- c. Arthritis Foundation Exercise Program
- d. A Matter of Balance
- e. Arthritis Foundation Walk with Ease
- f. Diabetes Self-Management Program (DSMP)
- g. Chronic Pain Self-Management Program (CPSMP)
- h. Bingocize
- i. Home Meds

D. OAA – Title III-D Evidence-Based Disease Prevention and Health Promotion Services

1. The Contractor shall provide Evidence-Based Programs for Disease Prevention and Health Promotion Services to seniors 60 years of age and older residing in the City of Los Angeles. The Contractor shall target the medically underserved senior population in all ethnic groups in each Aging Service Area in which services are being provided.
2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
3. Participant donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule of donatives rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations.
4. The Contractor shall provide the following Evidence Based Program services/workshops.

a. Healthier Living/Chronic Disease Self-Management Program

Healthier Living is a program developed for people with chronic health conditions. Participants will develop practical skills for living a healthy life and managing their chronic diseases. The workshop provides support for normal daily activities and dealing with the emotions created by chronic conditions. It also addresses topics such as problem solving, nutritious eating, relaxation techniques and how to communicate effectively with family, friends, and health professionals. Results include improved health status, increase in exercise, reduction in pain and proper utilization of the health care system.

b. Tomando Control de Su Salud

Tomando Control de su Salud is the Spanish language, culturally appropriate version of the Chronic Disease Self-Management Program (Healthier Living). Participants learn to self-manage their chronic conditions using similar tools as the English version to obtain the same health outcomes.

c. Arthritis Foundation Exercise Program

The Arthritis Foundation Exercise Program offers low-impact exercises and gentle activities to help increase joint flexibility and range of motion, and to help maintain muscle strength. Developed specifically for people with arthritis, the program is also beneficial to those without arthritis. Different classes are available to fit each individuals' fitness level with exercises done while sitting, standing or on the floor.

d. A Matter of Balance

A Matter of Balance is a program for people who have fallen in the past, have a risk of falling and who may be reducing their activities due to a fear of falling. Participants learn to change their environment to reduce fall risk factors, to view falls and the fear of falling as controllable, set realistic goals to increase activity and exercise to increase strength and balance.

e. Arthritis Foundation Walk with Ease

The Arthritis Foundation Walk with Ease program was developed to help individuals create and implement a walking plan to meet their particular needs. This program encourages participants allowing them to stay motivated, manage their pain and learn to exercise safely to keep

muscles strong and joints stable. The program helps boost participant energy, reduce stress and control weight.

f. Diabetes Self-Management Program

The Diabetes Self-Management Program is designed to enable participants diagnosed with Diabetes to maintain their health and properly manage their Diabetes. Each workshop shall include a curriculum that includes:

- 1) Relaxation techniques
- 2) Healthy eating
- 3) Managing sleep and fatigue
- 4) Managing medications
- 5) Exercise
- 6) Communication with health providers.

g. Chronic Pain Self-Management Program

The Chronic Pain Self-Management Program is designed to provide education to people with chronic pain, defined as pain that lasts longer than three (3) to six (6) months or beyond the normal healing time of an injury, to help with coping skills, education and overall quality of life. Each workshop shall include a curriculum that includes:

- 1) Techniques to deal with problems such as frustration, fatigue, isolation, and poor sleep
- 2) Appropriate exercise for maintaining and improving strength, flexibility, and endurance
- 3) Appropriate use of medications
- 4) Communicating effectively with family, friends and health professionals
- 5) Nutrition
- 6) Pacing activity and rest
- 7) How to evaluate new treatments.

h. Bingocize®

The goal of Bingocize® is to increase health knowledge, social engagement, and the functional fitness of older adults. The program combines a bingo-like game with exercise and health education to foster improvements in:

- 1) Upper and lower body strength
- 2) Gait
- 3) Balance
- 4) Range of motion
- 5) Cognition (executive function)
- 6) Knowledge of falls risk education and other important health topics
- 7) Patient activation

i. HomeMeds

The HomeMeds program offers an in-home, medication review and intervention that includes a computerized risk assessment and alert process, plus a pharmacist (or geriatric nurse practitioner) review and recommendation for improvement.

5. The Contractor shall track these activities and develop a report for future service delivery planning in the Title III-D Evidence Based Disease Prevention and Health Promotion Services. The report shall be submitted prior to the end of each contract period.
6. The program shall operate in all LADOA designated Aging Service Areas (ASAs).

7. Evidence-based program workshop leaders shall be trained by Contractor or their collaborators in the specific evidence-based programs that they lead and are obliged to maintain fidelity to those program(s) in which they are trained. In order to ensure that this requirement is complied with, the Contractor shall maintain a current list of the employees providing services under the contract, along with information about whether each employee has completed the required training, and, if so, the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by LADOA upon request.

8. Program Operating Hours and Locations

- a. The Contractor shall provide Disease Prevention and Health Promotion services for program participants in each of the fifteen (15) senior Multi-Purpose Centers (MPCs) and dining centers.
- b. Services shall be provided Monday through Friday, for a minimum of 249 days, except for LADOA approved/authorized holidays.
- c. Service locations shall target the poorest and most needy older adults, including, but not limited to, senior housing, recreation centers, and community centers.

9. Units of Service

a. Unduplicated Clients Definition

The Contractor shall provide services in accordance with the following goals for unduplicated clients and program outcomes. These goals may be further detailed in subsections dealing with specific services provided by the Contractor.

1) Twelve (12) months unduplicated clients for the period of July 1, 2025 through June 30, 2026.

2) Minimum number of unduplicated clients shall be () per ASA.

b. Program Completers Definition

The Contractor must a minimum of units of service while servicing unduplicated clients. A “completer” is defined as an individual that has completed a minimum of 75% of the number of sessions provided for each class, and who is:

- Sixty years of age or older (60+).

Each unduplicated client counts as a new client.

c. Units of Service Detail

The Contractor shall provide the minimum units for the specified activities and services, distributed in each of the fifteen (15) ASAs, as specified in the following table:

Site Name: CITYWIDE Site Address: ALL AREA SERVICE AREAS (ASAs)	
Program	Total Completers
Healthier Living/Chronic Disease Self-Management Program (CDSMP)	80
Tomando Control de Su Salud	56
Arthritis Foundation Exercise Program	326
A Matter of Balance	182
Arthritis Foundation Walk with Ease	80
Diabetes Self-Management Program (DSMP)	0
Chronic Pain Self-Management Program (CPSMP)	0
Bingocize®	0
Home Meds	0
# of Completers Per Quarter	181
# of Completers of Year	724
Unduplicated Clients/Participants Served (as defined as a person 60 years or older.) Each Unduplicated Client counts as a New Client.	434

E. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus (1) one of the membership must be composed of service consumers and shall consist of at least (5) five members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. (Not applicable to regional nutritionist contractor.)

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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-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.

L. 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), 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.

M. 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.

N. 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.

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No. ()

Project Title: THE FAMILY CAREGIVER SUPPORT PROGRAM

Contractor:

Doing Business As: N/A

Type of Organization: Non-Profit

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.052	Title III-E: Family Caregiver Support Program	2025	2501CAO AFC	Older Americans Act Title III-Family Caregivers

Center(s): N/A

Delivery Service Area
(if applicable) Citywide

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
RELATING TO
FAMILY CAREGIVER SUPPORT PROGRAM

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and _____, a California nonprofit corporation (Contractor) for the provision of services related to Family Caregiver Support Program.

RECITALS

WHEREAS, the City has entered into Grant Agreements (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 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 Family Caregiver Support Program has been established by the City as one of the above described programs and has been funded in the LADOA budget by the CDA pursuant to the OAA Program

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 23-0700 and 25-0600 dated 06/30/2023 and **TBD** 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:

With copies to:

§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, 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 Provisions 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.
- C. Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

§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, 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 Director's 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, 2025 to June 30, 2026, 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 services provided pursuant to the OAA under Title III (part E), which provides for Family Caregiver Support Program services.

These services shall be provided at a location that facilitates the care recipient to remain at home and age in place with their families and their communities as long as possible within the fifteen (15) Aging Service Areas (ASAs) of the City of Los Angeles including the Central Business District.

- A. Eligible Service Population

Contractor is to provide services to the following individuals with the eligible criteria:

1. Caregivers of older adults aged sixty and older (60+);
2. Caregivers of a person of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction;
3. Grandparents and relative caregivers (not including natural or adoptive parents), age fifty-five years or older (55+), of children no older than age eighteen (18); and
4. Relative caregivers (including natural or adoptive parents), age fifty-five years or older (55+), of an individual of any age with a disability.

B. Title III-E Service Categories

Family Caregiver Support Program is divided into two categories (1) Caregivers caring for the Elderly or a person of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction and (2) Grandparents or relative caregivers aged fifty-five years or older (55+) caring for child(ren) no older than age eighteen (18) or an individual of any age with a disability (Kinship Care).

Five (5) services may be provided in each of the two (2) categories:

1. Information Services – Provides information to caregivers about available services;
2. Access Assistance – Provides assistance to caregivers in gaining access to the services;
3. Support Services – Provides individual counseling, organization of support groups, and caregiver training to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles;
4. Respite Care Services – Enables caregivers to be temporarily relieve from their caregiving responsibilities; and
5. Supplemental Services – Provides supplemental services, on a limited basis, to complement the care provided by caregivers

C. 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 Dollars (\$) 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:

<<AGENCY NAME>> July 1, 2025 Through June 30, 2026		TOTAL OAA FUNDING
Support Services		
Respite Services		
Access Assistance Services		
Information Services		
TOTAL FUNDS		

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):	2501CAOAFc
Federal Award Date:	2023-2026
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, the Contractor is required to provide a 25% 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 the 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 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 29 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 disability, 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 Opportunity 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

- 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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - 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 an 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 Funded Agreements:

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. 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, and 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 \$5000 or more per unit and is expected to have a useful life of one (1) year or more. Items costing below \$5000, 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(s).

- 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 subcontractor 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 Integrated Services Information System 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 and/or the City of Los Angeles 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/or the City of Los Angeles 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

- §701** 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 (##) 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: _____

Assistant City Attorney

By: _____

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

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For:

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____

Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name:
Title:

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 25-0600; Date of Approval: TBD

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

<<AGENCY NAME>>

LADOA FY 2025-2026 – III-E FCSP Contract - Citywide

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

B. **Targeting of Services**

The Older Americans Act (OAA) defines priority of services for Title III-E to be the following:

1. Caregivers who are older individuals aged fifty-five or older (55+) with the greatest economic or social need, and with particular attention to low-income older individuals;
2. Older relative caregivers, aged 55 or older (55+), of children with severe disabilities, or individuals with disabilities who have server disabilities; and
3. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

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 the California Department of Aging (CDA), a copy of which has been furnished to the Contractor by the City.

D. **OAA – Title III-E**

1. The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities, including client assessment through case management and integration and coordination of community services such as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource development and management to assist such individuals to live independently in a home environment.
2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
3. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section H) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.
4. The Contractor's senior services director is responsible for the overall coordination of the Multipurpose Center.

5. The Contractor shall ensure that each of its employees, who provides personal care services in the homes of service recipients, and is not a registered nurse, licensed practical nurse, or certified nursing assistant, shall have adequate training. Adequate training as defined below:
 - a. provided by an agency or organization other than the employer of the employees,
 - b. provided by registered nurses or licensed vocational nurses (or trainers of like or greater qualifications) with prior teaching or training experience, and
 - c. at least a total of fifty (50) hours of training covering at least the following subjects:
 - mobility and safe transfer techniques;
 - range of motion and positioning;
 - safety and security;
 - personal hygiene and grooming;
 - nutrition, food preparation, food safety;
 - reading and recording vital signs;
 - observations;
 - reporting;
 - activities of daily living;
 - body functions, changes, and physical and emotional characteristics in the served populations;
 - recognition and procedures for emergencies;
 - infection control;
 - maintenance of a clean and safe environment;
 - CPR and first aid;
 - Alzheimer's disease, dementia, death and dying; and
 - Consumer independence.
6. The Contractor shall ensure that all covered employees providing services under the contract shall have completed such training within six (6) months after the effective date of this agreement. In order to ensure that this requirement is complied with, the contractor shall maintain a current list of the employees providing services under the contract together with information about whether each employee has completed the required training and, if so, the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by CDA and/or LADOA upon request.
7. If the Contractor enters into any subcontract for the provision of personal care services in the homes of service recipients, the contractor shall include the foregoing provisions in any such subcontract and ensure that the subcontractor complies with the foregoing requirements.

8. Units of Service

a. Location of Services:

The Contractor shall operate the following sites 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: They shall provide a minimum of _____ units of service, servicing _____ new clients.

Location Name

Address

City, State Zip code

<<Enter additional as applicable>>

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

JULY 1, 2025 – JUNE 30, 2026	
Information Services - Community Education	Activities
Access Assistance Services - Caregiver Outreach	Contacts
Support Services - Caregiver Case Management	Hours
Support Services - Caregiver Counseling	Hours
Support Services - Caregiver Training	Hours
Respite Services – In-Home Personal Care	Hours
New Clients Served	

E. Outreach Services Program (OAA Title III)

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)

F. Information and Assistance Services Program (OAA Title III)

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

G. Grant-Related Income (OAA Titles III)

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).

H. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus one (1) of the membership must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions.

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-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.

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), 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 disks (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. 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 multipurpose senior centers. 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.

Q. 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.

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No. ()

Project Title: THE LONG TERM CARE OMBUDSMAN, ELDER ABUSE PREVENTION, AND OMBUDSMAN INITIATIVE PROJECTS

Contractor:

Doing Business As: N/A

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

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA:

	CFDA Number	Title	Year	Award Number	Award Name
	93.041	Title VII: Elder Abuse Prevention	2025	2501CAOAEA-01	Older Americans Act Title VII-Ombudsman
	93.042	Title VII: Long Term Care Ombudsman Services	2025	2501CAOAOM-01	Older Americans Act Title VII-Elder Abuse Protection

Center(s): Citywide

Delivery Service Area (if applicable) Citywide

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
. RELATING TO

THE OMBUDSMAN SERVICES AND ELDER ABUSE PREVENTION, EDUCATION, AND TRAINING PROJECT

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and WISE And Healthy Aging a California nonprofit corporation (Contractor) for the provision of services related to the Ombudsman Services and Elder Abuse Prevention, Education and Training 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 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 Ombudsman Services and Elder Abuse Prevention, Education and Training Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by CDA pursuant to the OAA Program; 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 23-0700 25-0600 and **TBD** dated 06/30/2023, **TBD** and **TBD** 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:

Molly Davies, President and CEO
Wise & Healthy Aging
1527 4th Street 2nd Floor
Santa Monica, California 90401

§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, 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, 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, 2025 to June 30, 2026, and any additional time up to 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 (Part B) and VII (Parts A and B).

A. Eligible Service Population

Contractor is to provide services to the individuals, regardless of age, living in Long Term Care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), regardless of their socio-economic status or area of residence.

B. Long Term Care Ombudsman Program – OAA Title III-B and VII-A

1. Contractor shall identify, investigate and resolve complaints made by and for older persons and dependent adults in long term care facilities, such as skilled nursing facilities (SNF) and residential care facilities for the elderly (RCFE), that relate to action or inaction on the part of a facility that impacts the quality of care and quality of life of residents and which may adversely affect their health, safety, welfare or rights.
2. The Contractor will carry out the elder abuse programs with respect to the prevention, abuse, neglect and exploitation of individuals.
3. The Contractor shall be required to maintain a regular presence in SNF and RCFE, commonly referred to as assisted living or board and care facilities.
4. Contractor shall provide technical assistance to senior multipurpose centers, when requested, in planning and implementing the Long Term Care Ombudsman Program within their respective Aging Service Areas.

C. Elder Abuse Prevention Program – OAA Title VII-B

1. The Contractor shall be responsible for planning, coordinating and implementing a training program for service providers including professional and paraprofessionals in identification, prevention, treatment, and intervention of elder abuse, neglect, and exploitation (including financial exploitation).
2. The Contractor shall be responsible for providing public education and outreach to identify, prevent and to provide resources for those who may become victims of elder abuse, neglect, financial abuse and exploitation and identity theft.

D. Scope of Work

1. Contractor shall comply with the detailed Scope of Work as 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 Dollars (\$) 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:

CITYWIDE July 1, 2025 - June 30, 2026	12 MONTH OAA FUNDS	CITY GENERAL FUNDS	TOTAL FUNDING
Title III-B Ombudsman	\$	\$0	\$
State General Fund III-B	\$	\$0	1
III-B Augmentation	\$	\$0	\$
Public Health L & C Program Fund	\$	\$0	\$
State Health Facilities Citation Penalties Act	\$	\$0	\$
SNF: Quality and Accountability	\$	\$0	\$
Title VII(a) Ombudsman	\$	\$0	\$
Title VII(b) Elder Abuse	\$	\$3,017	\$
TOTAL FUNDS	\$	\$3,017	\$

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):	2501CAOAEA-01 2501CAOAOA-01
Federal Award Date:	2024-2026
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 the 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 ten percent (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 ACCORD 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

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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - 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 Funded Agreements:

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. 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 Integrated Services Information System 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 and/or the City of Los Angeles 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/or the City of Los Angeles 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

§701 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 THIRY-FIVE (35) 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: _____

Assistant City Attorney

By: _____

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

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For: WISE & HEALTHY AGING

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____

Name: Molly Davies
Title: President and CEO

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name: Charles Hardle
Title: Chief Financial Officer

Date: _____

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 24-0600; Date of Approval: TBD

Council File Number: TBD; Date of Approval: TBD

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

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. Long Term Care Ombudsman Program (OAA Title III-B, VII-A, VII-B, Ombudsman Initiative, and Ombudsman SNF-QA)

E. Long-Term Care Ombudsman and Elder Abuse Prevention Program

1. Long-Term Care Ombudsman – OAA Title III-B, OAA Title VII-A

The Contractor will identify, investigate and resolve complaints made by and for older persons and dependent adults in long term care facilities such as skilled nursing facilities (SNF) and residential care facilities for the elderly (RCFE), commonly referred to as assisted living or board and care facilities, that relate to action or inaction on the part of a facility that impacts the quality of care and quality of life of residents and which may adversely affect their health, safety, welfare or rights. The Contractor shall also provide technical assistance to the other Area Agency on Aging (AAA) administered senior multipurpose centers, by request, in planning and implementing the Long Term Care Ombudsman Program within their respective target areas (or jurisdictions).

2. Long-Term Care Ombudsman – Policies and Procedures

The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by Office of the State Long-Term Care Ombudsman (OSLTCO), will:

- a. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
- b. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]
- c. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
- d. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
- e. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
- f. Witness:
 - 1) Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
 - 2) Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
- g. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].
- h. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]
- i. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]
- j. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]

- k. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:
 - 1) Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - 2) Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - 3) Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - 4) Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - 5) Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]
 - l. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 - m. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.
 - n. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.
3. Assurances Specific to the Ombudsman Program
- The Contractor shall assure the following:
- a. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
 - b. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
 - c. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
 - d. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
 - e. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. &

Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]

- f. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
- g. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
- h. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
- i. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
- j. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
- k. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
- l. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - 1) All local staff that are wholly or partly funded by Ombudsman Program resources.
 - 2) Their titles/roles within the Program.
 - 3) The number of hours per week charged to the Local Ombudsman Program for each position.[45 CFR 1324.13(b),(c)]
- m. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- n. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]

- o. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
- p. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
- q. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.
- r. The Contractor shall be required to maintain a regular presence in SNF and RCFE.
 - 1) Plan, coordinate, and implement a recruitment program for volunteer Ombudsman.
 - 2) Conduct community awareness activities related to volunteer recruitment.

4. Elder Abuse Prevention Program – OAA Title VII-B

The Contractor will carry out programs with respect to the prevention, abuse, neglect and exploitation of older individuals. Prevention may include public education, outreach, and receipt of complaints or reports of abuse and voluntary case referral to appropriate agencies.

The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:

[OAA § 721]

- a. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- b. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- c. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
- d. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
- e. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
- f. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- g. The Contractor shall be responsible for the following program activities:
 - 1) Produce and distribute Elder Abuse Resource Guides.
 - 2) Conduct elder abuse identification and intervention trainings to professionals like the fire department, law enforcement, social services providers, etc.

- 3) Participate in events as a host, exhibitor, presenter, that provide information to older adults on how to identify and protect themselves from being victims of abuse and financial exploitation. For example, participation in Smarter than a Scammer and Smarter Senior Forums.
 - 4) Serve as subject matter experts to inform policy and advocacy efforts related to the prevention, and intervention of elder abuse.
 - h. The Contractor, in coordination with Adult Protective Services and other state and local elder abuse prevention and protective entities, will provide public education, outreach and referral.
 - i. The Contractor shall include the LADOA in the review process for planning and development of various aspects of the Elder Abuse Prevention project, including written material.
5. Service Units Fiscal Year 2025-2026

CITYWIDE AGING SERVICE AREA

The Contractor shall operate the Ombudsman Program and Elder Abuse Prevention Project a minimum of eight (8) hours per day, from 8:30 a.m. to 4:30 p.m., Monday through Friday, for a minimum 248 days, except for authorized holidays:

Region I & Main Office

Name: WISE & Healthy Aging
Address: 1527 4th Street, 2nd Floor
Santa Monica, CA 90401

Region II

Name: WISE & Healthy Aging
Address: 8374 Topanga Canyon Blvd., Suite 209
Canoga Park, CA 91304

Region III

Name: WISE & Healthy Aging
Address: 2555 East Colorado Blvd., Suite 203
Pasadena, CA 91107

Region IV

Name: WISE & Healthy Aging
Address: 5220 Clark Ave, Suite 415
Lakewood, CA 90712

Region V

Name: WISE & Healthy Aging
Address: 1493 N Montebello Blvd., Suite 104
Montebello, CA 90640

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

OAA Units	TITLE III-B/VII-A OMBUDSMAN
4,000	Hours of Service
2,000	Cases Opened
1,500	Cases Closed
2,500	Complaint Closed Cases

OMBUDSMAN STAFF TRAINING	
100	Sessions
500	Hours

114	Trainees
-----	----------

RESIDENT VISITATION	
1,297	SNF Visitation - measured in visits
1,000	RCFE Visits

CDA requested Units of Service listed below for Title VII-B (only one of following units of service is required, however the agency has elected to report all of those shown below).

TOTAL # of PUBLIC EDUCATION SESSIONS	
4	Public Education Sessions (1 session)

TOTAL # of TRAINING SESSIONS for PROFESSIONALS	
6	Training Sessions for Professionals (1 session)

TOTAL # of HOURS SPENT DEVELOPING A COORDINATED SYSTEM	
677	Hours of Development (1 hour)

TOTAL # of COPIES of EDUCATIONAL MATERIALS DISTRIBUTED	
1,000	Elder Abuse Resource Guide and other materials developed by the program or others

TOTAL # of INDIVIDUALS REACHED THROUGH ACTIVITIES	
1,000	Elder Abuse Resource Guide and participants in trainings and events

6. Voluntary Contributions (OAA Titles III-B and VII-A)

Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section I) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.

F. Outreach Services Program (OAA Titles III-B and VII-A)

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.

G. Information and Assistance Services Program (OAA Title III-B)

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 (OAA Titles III-B and VII-A)

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. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus (1) one of the membership must be composed of service consumers and shall consist of at least (5) five members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. (Not applicable to regional nutritionist contractor.)

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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.

P. 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), 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.

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.

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No. ()

Project Title: THE SENIOR MINI-MULTIPURPOSE CENTER
TARGETING LGBTQIA OLDER ADULTS PROJECT

Contractor:

Doing Business As: N/A

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

Corporate Number:

UEI (Unique Entity ID)
Number:

CFDA: N/A

Center(s): N/A

Delivery Service Area
(if applicable) Citywide

<<AGENCY NAME>>

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
. RELATING TO
THE SENIOR MINI-MULTIPURPOSE CENTER TARGETING LGBTQIA OLDER ADULTS PROJECT

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and ., a California nonprofit corporation (Contractor) for the provision of services related to the Senior Mini-MultiPurpose Center Targeting LGBTQIA Older Adults 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 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 Senior Mini-MultiPurpose Center Targeting Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA) Older Adults Project has been established by the City with the purpose to provide services similar to the above-described programs, but are funded in the LADOA budget by CGF; 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 23-0700, 25-0600 and **TBD** dated 06/30/2023, **TBD** and **TBD** 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:

With copies to:

§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, 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, 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, 2025 to June 30, 2026, and any additional time up to 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 guidelines of the Request for Proposal (RFP) for Senior Mini Multi-Purpose Center Targeting LGBTQIA Older Adults, which provides for social, nutrition, and transportation 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 the LGBTQIA Senior Mini-MultiPurpose Center (mini-MPC) and at other designated Senior MultiPurpose Center (MPC) or Senior Mini-MultiPurpose Center (mini-MPC) which is the designated focal point 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 Attachment I and incorporated herein.

- A. Social Service Program
 - 1. The intent of the MPC and mini-MPC Social Services, Nutrition, and Transportation Programs for the Elderly is the provision of services that are necessary for the general welfare of older adults 60 years of age and older and designed to assist them in avoiding institutionalization. The Social Service Program is funded under Title III-B of the OAA or the CGF and provides supportive services enabling older adults to remain living in their home. Those services as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS) [OAA § 321(a)] are categorized as Priority Services and Other Support Services.

- a. Priority Services are divided into three sub-categories:

Access Services: Information & Assistance, Case Management, Assisted Transportation, Transportation, Outreach, Comprehensive Assessment, Health, Mental Health and Public Information;

In-Home Services: Personal Care, Homemaker, Chore, Visiting, Respite Care, Alzheimer's Day Care, Residential Repairs/Modifications, Adult Day/Health Care and Telephone Reassurance; and

Legal Assistance:

- b. The following services are identified as Other Support Services:

Cash/Material Aid, Community Education, Disaster Preparedness Materials, Employment, Housing, Interpretation/Translation, Mobility Management Activities, Peer Counseling, Personal Affairs Assistance, Personal/ Home Security, Registry and Senior Center Activities.

2. Supportive Services are, generally, centrally located and primarily provided from a designated MPC or Mini-MPC that serves as the focal point of the community.

B. Nutrition Program

1. Meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
2. Congregate Nutrition Services: The Congregate Nutrition Services program provides 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)]
3. Home Delivered Nutrition Services: The Home Delivered Nutrition Services program provides nutrition services to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide a minimum of one third (1/3) DRI and comply with the current DGA.
4. 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. Congregate Meals Categorization

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. Homebound Meals Categorization

To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

C. Mini-MPC Para-transit Program

1. The City makes funds available to provide personal transportation services on a door-to-door basis for frail elderly and individuals with disabilities in each ASA. The intent of the para-transit program is to provide services to help those persons whose physical or mental disabilities preclude usage of traditional curb-to-curb transit services. Vehicles are assigned to each service area. Cost sharing fees are paid by participants to help offset operational costs of the program.

D. 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 Four Hundred Thirty-Five Thousand Dollars (\$435,000) 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:

Citywide July 1, 2025 Through June 30, 2026	CITY GENERAL FUNDS	TOTAL FUNDS
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<<AGENCY NAME>>

Social Services		
Congregate Meals		
Home Delivered Meals		
Transportation		
TOTAL FUNDING		

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 CGF. 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 the 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 forty-five (45) 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 (1) 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

- 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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - 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 CGF Funded Agreements:

1. Grantees must comply with Area Agency financial and program reporting requirements for Social Services, Nutrition, and Transportation programs 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 twenty-fifth (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. 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 Integrated Services Information System 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 and/or the City of Los Angeles 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/or the City of Los Angeles 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

§701 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 (##) 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: _____

Assistant City Attorney

By: _____

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

Date: _____

Date: _____

ATTEST:

PETTY SANTOS, Interim City Clerk

For:

*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:

Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name:

Title:

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 25-0600; Date of Approval: TBD

Council File Number: TBD; Date of Approval: TBD

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

<<AGENCY NAME>>

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 Stat

utory

EL

\$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 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. Mini-MultiPurpose Center

The Mini-MultiPurpose Center (Mini-MPC) shall serve as the community focal point on aging where older persons sixty years of age or older (60+) who identify with the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA) community can come together for services and activities, which enhance their dignity, support their independence and encourage their involvement in and with the LGBTQIA community. 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. Social Services

1. The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to

- their communities, including client assessment through case management and integration and coordination of community services such as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource development and management to assist such individuals to live independently in a home environment.
2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
 3. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.
 4. The Contractor's senior services director is responsible for the overall coordination of the Mini-MPC.
 5. The Contractor shall ensure that each of its employees, who provides personal care services in the homes of service recipients, and is not a registered nurse, licensed practical nurse, or certified nursing assistant, shall have adequate training. Adequate training as defined below:
 - a. Provided by an agency or organization other than the employer of the employees,
 - b. Provided by registered nurses or licensed vocational nurses (or trainers of like or greater qualifications) with prior teaching or training experience, and
 - c. At least a total of fifty (50) hours of training covering at least the following subjects:
 - mobility and safe transfer techniques;
 - range of motion and positioning;
 - safety and security;
 - personal hygiene and grooming;
 - nutrition, food preparation, food safety;
 - reading and recording vital signs;
 - observations;
 - reporting;
 - activities of daily living;
 - body functions, changes, and physical and emotional characteristics in the served populations;
 - recognition and procedures for emergencies;
 - infection control;
 - maintenance of a clean and safe environment;
 - CPR and first aid;
 - Alzheimer's disease, dementia, death and dying; and
 - consumer independence.
 6. The Contractor shall ensure that all covered employees providing services under this agreement shall have completed such training within six (6) months after the effective date of this agreement. In order to ensure that this requirement is complied with, the Contractor shall maintain a current list of the employees providing services under the agreement together with information about whether each employee has completed the required training and, if so, the name, address, and phone

number of the agency or organization that provided the training and courses taken. This list shall be made available for review by CDA and/or LADOA upon request.

7. If the Contractor enters into any subcontract for the provision of personal care services in the homes of service recipients, the Contractor shall include the foregoing provisions in any such subcontract and ensure that the subcontractor complies with the foregoing requirements.

8. Units of Service

a. Social Services – Citywide Aging Service Area

The Contractor shall operate the following Mini-MultiPurpose Center a minimum of eight (8) hours per day, from 9:00 a.m. to 5:00 p.m., Monday through Friday, for a minimum of 249 days, except for authorized holidays:

Name:

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
PERSONAL CARE: PROGRAM #1				
Personal Care:	1 Hour			
HOMEMAKER: PROGRAM #2				
Light Housework:	1 Hour			
CHORE: PROGRAM #3				
Heavy Housework	1 Hour			
CASE MANAGEMENT: PROGRAM #6				
Care Planning:	1 Hour			
Service Authorization:	1 Hour			
Case Monitoring:	1 Hour			
INFORMATION & ASSISTANCE: PROGRAM #13			n/a	n/a
Information:	1 Contact			
Assistance:	1 Contact			
Follow-Up:	1 Contact			
OUTREACH: PROGRAM #14			n/a	n/a
Outreach:	1 Contact			
OTHER SUPPORT SERVICES: PROGRAM #15			n/a	n/a
Comprehensive Assessment:	1 Hour			
Senior Center Activities:	1 Hour			
Visiting:	1 Hour			
Telephone Reassurance:	1 Contact			
Personal Affairs:	1 Contact			

F. Congregate Nutrition Services

1. The congregate meal program shall provide meals to persons sixty years of age or older (60+) and their spouse (regardless of age) and to qualified disabled adults. The Contractor shall serve all underrepresented groups in each ASA in which services are being provided in proportion to the

number of that underrepresented group as is shown in the 2010 Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The health, ethnic, and religious needs of the participants shall be considered in meal planning.

2. The Contractor shall ensure congregate meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Congregate Nutrition Program.
4. 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.
5. The Contractor shall provide a minimum of N/A client one-way trips to nutrition sites with Congregate Meals-related income, or matching or non-matching resources.
6. The Contractor shall provide nutrition outreach to a minimum of N/A individuals. It is estimated that this will require 24 hours to be spent on outreach-related efforts.
7. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions. A charge shall be in effect for non-senior meals. The charge shall reflect the actual cost of the meal and any administrative cost associated with providing the meal. Non-senior meals shall be available after ensuring all seniors requesting a meal have been served.
8. The Contractor shall not use either grant or program income funds of a congregate nutrition program to supplement any other program component.
9. The Contractor shall not serve fewer than 20 participants at each site.
10. 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 30 days prior to the planned event.

11. Units of Service

a. CITYWIDE AGING SERVICE AREA

The Contractor shall provide hot or other appropriate meals with prior approval from LADOA in congregate setting one time(s) a day, Monday through Friday, except for authorized holidays, serving new clients, and unduplicated clients for the contract period, providing meals for the contract period of 249 serving days.

Site Name	Site Address	Site Hours	Meals Per Day	Meals For Contract Period	New Clients	Unduplicate d Clients
		to Monday - Friday				
		to Monday - Friday				
		to Monday - Friday				

		to Monday - Friday				
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G. Home-Delivered Nutrition Services

1. The home-delivered meals program shall provide home-delivered meals to persons sixty years of age or older (60+) who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The Contractor shall serve all groups in each ASA in which services are being provided in proportion to the number of that group in the ASA as is shown in the Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Individuals with disabilities who reside in a non-institutional household with an individual eligible for home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.
2. The Contractor shall ensure home-delivered meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Home-Delivered Nutrition Program.
4. The Contractor shall ensure that they 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.
5. The Contractor shall provide nutrition outreach to a minimum of one thousand (1,000) individuals.
6. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions.
7. The Contractor shall perform a quarterly assessment of participants in the home-delivered nutrition program, to ensure their continued eligibility.
8. The Contractor shall not use either grant or program income funds of a home-delivered nutrition program, to supplement any other program component.
9. Units of Service

a. CITYWIDE AGING SERVICE AREA

The Contractor shall provide hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from the LADOA is required if cold, frozen, dried, canned, or other appropriate meals are to be served. The Contractor shall serve unduplicated clients and new clients for the contract period, providing meals for the contract period of serving days and an additional meals funded by the Trust Fund for Thanksgiving meals.

H. Nutrition Education

Nutrition Education means an intervention targeting congregate meals and home-delivered meals program participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to

nutritional status) in order to maintain or improve health and address nutrition-related conditions. The Contractor shall ensure nutrition education content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise.

I. Transportation Assistance Program (Proposition A)

1. The Contractor shall provide to frail, older, and disabled persons a door-to-door paratransit service. This Mini-MPC based transit service shall be operated Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding Mini-MPC observed holidays.
2. Participant cost for each one-way trip shall be a minimum of \$0.50.
3. Trip destinations that are not in the ASA of the organization shall be scheduled on the same basis as trips remaining within the ASA of the organization.
4. Para transit services shall be provided by Contractor, in conjunction with its existing social, nutrition, and home related services.
5. Contractor shall comply with the "Prop A MPC Based Paratransit Manual," regarding all policies and procedures for senior alternative transportation.
6. Units of Service

a. AGING SERVICE AREA

The Contractor shall provide transportation services, which include, but shall not be limited to one-way trips.

J. Senior Farmer's Market Nutrition Program (SFMNP)

1. Under the guidance of US Department of Agriculture's Food and Nutrition Services Agency (USDA, FNS) and the California Department of Food and Agriculture (CDFA), and as per 7 CFR 249, the City allocates SFMNP check booklets to enable seniors age sixty and older (60+) with access to fresh fruits and vegetables.
2. The Contractor shall provide for the distribution, tracking, and reporting of the SFMNP check booklets in line with all applicable federal, state, and local regulations.

a. CITYWIDE AGING SERVICE AREA

The Contractor shall distribute (SFMNP) 2023 booklets to eligible low-income seniors within the ASA of the organization. Each participant may receive only one booklet worth \$50. Each booklet consists of five (5) \$10.00 vouchers redeemable at selected farmers' markets in exchange for fresh fruits, herbs, and vegetables.

K. Outreach Services Program (Social Services, Congregate Meals, Home-Delivered Meals)

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.

L. Information and Assistance Services Program (Social Services)

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

M. Grant-Related Income (Social Services, Congregate Meals, Home-Delivered Meals)

1. Grant-Related Income referred to in this Agreement is in accordance with the definition issued by City, 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, the City shall notify the Contractor and the Contractor agrees to comply with such amendment(s) or revision(s).

N. Advisory Council

All LADOA funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus one (1) of the membership must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Performance Standards

The Contractor agrees that full contract compliance with procedure and protocol established herein as set forth by LADOA 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.

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.

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 Congregate Meals program has been made public throughout the community.

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 Home-Delivered Meals program has been made public throughout the community.

U. 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), 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.

V. 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.

W. 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.

X. 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.

Y. 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.

CITY OF LOS ANGELES
STANDARD LANGUAGE
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No. ()

Project Title: Evidence Based Programming – CDBG

Contractor:

Doing Business As: N/A

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

Corporate Number:

UEI (Unique Entity ID) Number:

CFDA (Catalog of Federal Domestic Assistance) Number:

CFDA Number	Title	Year	Award Number	Award Name
14.218	Community Development Block Grants/Entitlement Grants	2021-2028	B-23-MC-06-0523	Community Development Block Grants/Entitlement Grants

Center(s): N/A

Delivery Service Area

(if applicable)

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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND

RELATING TO
THE EVIDENCE BASED PROGRAM SERVICES

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of Aging (LADOA) and _____, a non-profit community based agency (Contractor) for the provision of services related to the Evidence Based Program. Collectively, the parties are hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the City has entered into a Grant Agreement with United States Department of Housing and Urban Development, (Grantor or HUD), to address the needs of the City, and the Grantor has awarded Community Development Block Grant (CDBG) funds to the City for this purpose; and

WHEREAS, LADOA has entered Into a Memorandum of Understanding (MOU) with the Community Investment for Families Department (CIFD); and

WHEREAS, LADOA, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various older adult activities; 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 Evidence Based Program (EBP) that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the CIFD budget by HUD pursuant to the CDBG Program; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter §1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; 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 23-0700, 25-0600 and **TBD** dated 06/30/2023, **TBD** and **TBD**) that authorizes the General Manager of LADOA to prepare and execute the Agreement.

NOW, THEREFORE, the City and 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:

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

B. The Contractor, represented by:

With copies to:

§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 City's Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.
 3. If the City has approved the advancement of CDBG funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced CDBG 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 Provisions 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 Evidence Based Program (EBP), which indicates the relative position 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, 2025 to June 30, 2026 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

Based on the National Council on Aging (NCOA) Model, the EBP is a practical, cost-effective program designed to provide services to seniors that will maintain and/or improve the health and activities of daily living for the purpose of sustaining independent living through teamwork between health care and community-based service providers. These services shall be provided at a senior multi-purpose center (MPC), which is the designated focal point in each of the fifteen (15) Aging Service Areas (ASAs), or various other locations convenient to the older adult population throughout the ASAs. 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.

A. Evidence Based Program

The intent of EBP is to provide services that are necessary for the general welfare of older adults sixty-two years of age and older (62+) and designed to assist them in avoiding institutionalization. The EBP services are funded under CDBG and City General Funds (CGF) enabling older adults to remain living in their home providing services that will:

- Improve health and promote healthy lifestyles;
- Reduce the impact that physical disorders have on the quality of life of older adults;
- Promote and engage older adults in exercise and other health related activities; and
- Address issues of incorrect medication and adverse drug reactions.

1. Evidence-Based Disease Prevention Programs

Contractor shall provide programming activities that reflect evidence based health promotion programs and risk reduction interventions in the areas of physical activity, depression, diabetes self-management, and nutrition from the LADOA approved list (below). The list may be updated as new programs become available.

Contractor must provide no less than three (3) types of evidence based model programs annually and for each type of program offered, program must be provided no less than four (4) times per program year. Contractor cannot modify the selection of program(s) being provided without prior approval from LADOA. Contractor shall offer the following evidence based programs as follows:

a. Self-Management Programs:

- 1) Chronic Disease Self-Management/Healthier Living – English Version
- 2) Tomando Control de su Salud – Spanish Version

b. Physical Activity Programs:

- 1) A Matter of Balance (Fall Prevention)
- 2) Active Start (Physical Activity Class and Support Group)
- 3) Aquatics Exercise ProgramSM (Physical Activity for those with Arthritis)
- 4) Arthritis Foundation Walk With Ease ProgramSM (Walking Exercise Program)
- 5) Healthy Moves (In-Home Physical Activity for Frail Senior)

c. Caregiver Support Programs:

- 1) Savvy Caregiver (Support for Caregivers of Individuals with Dementia)
- 2) Powerful Tools for Caregivers (Focuses on the Needs of the Caregiver)
- 3) HomeMeds (Addresses Medication Safety Among Older Adults by Connecting Homecare and Other Community-Based Services to Health Providers)

d. Program Options

In addition, Contractor may provide programming activities that reflect a combination of health screening, medication management, education, counseling, and other activities that promote physical fitness, falls prevention, and emotional well-being. Services are directed to prevent and mitigate the consequences of chronic diseases in participants with an emphasis on evidence-based health promotion programs.

The Contractor shall add Evidence Based Health Promotion options, if required by LADOA, to the list of approved programs during the contract year.

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 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES:

- A. This program is eligible under 24 CFR 570 *et seq.*, as follows (indicate all appropriate letters and sub-numbers; project may be eligible under several criteria):

201 (a-q) e

204 (a)

202 (a-c) _____
203 (a-c) _____

205 (a) _____
206 (a-h) _____

B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1. ☒ Activities benefiting very low and low-income and moderate-income persons under 24CFR 570.208 (a)
 - a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.
 - b. ☒ Limited-Clientele activities: 570.208(a) (2): A ☒, B _____, C _____, D _____;
 - c. _____ Housing activities; and
 - d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low-income persons.
2. Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).
 - a. _____ Activity is located in a slum or blighted area, which has been (check one):
_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project.
(Complete only for projects qualifying under 570.208 (b) (1), prevention or elimination of slums or blight.)
 - b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions; and
 - c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.
3. _____ Activities designed to meet community development needs having a particular urgency, under 24CFR 570.208 (c).

C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

§204 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

- The City shall pay Contractor an amount not to exceed Dollars (\$), for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the CDBG Public Service funds and CGF and shall be expended 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.
- Funding allocation for the full term of this Agreement shall be as follows:

FUNDING SOURCE July 1, 2025 – June 30, 2026	ASA NAME ASA #	TOTAL FUNDS
CDBG – Public Service Funds (PY 51) (FY 2025-2026)		
City General Funds (FY 2025-2026)		
TOTAL FUNDS		

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):	B-23-MC-06-0523
Federal Award Date:	2021-2028
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

- 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.
- 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, Section 601 herein below.
- 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 Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. 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 under this Agreement. 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 Budget is subject to the continuing availability of federal funds for this program to the City. This Agreement may be terminated immediately upon written notice to 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 Contractor's performance on a periodic basis. In the event the City determines that 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 Contractor and as set forth by a written amendment.
2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. 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 City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that 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: 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: 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: 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: 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, 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, 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 Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) 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 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 29 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 05/18) 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 https://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 disability, 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 Opportunity 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

- 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

- 1. 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 domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - 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 §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. §§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. §§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. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.
2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including ensuring 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.
3. 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.
4. Federal Acquisition Regulation, 48 CFR, Part 31.

5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
- C. Statutes and Regulations Applicable to all HUD Funded Agreements:
 1. Equal Access to HUD-Assisted or Insured Housing

- a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms “sexual orientation” and “gender identity” are defined in 24 CFR §5.100.

- b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant’s sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term “household” is defined in 24 CFR §570.3.

§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 G 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. 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 subcontractor 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 (3) 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 Integrated Services Information System 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 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§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 H, 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 () pages, () exhibits, and () attachment 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:

* 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 properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

By: _____

Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____

Name:
Title:

Date: _____

UEI Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

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

Council File Number: 25-0060; Date of Approval: TBD

Council File Number: TBD; Date of Approval: TBD

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

AGENCY NAME

FY 2025-2026 CDBG (51st year) Contract – ASA

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 be responsible for the reporting of the monthly performance data to the Los Angeles Department of Aging (LADOA).

B. Targeting of Services

1. The Contractor shall provide services to senior individuals sixty-two years or older (62+) with the greatest economic need, with particular attention to low income and very low income individuals. A participant's income may be used to limit or deny services.
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 by LADOA.

1. Evidence Based Program Services

A unit of service will be identified as one contact for each program participant participating in one of the following programs:

- a. Healthier Living /Chronic Disease Self-Management Program (CDSMP)
- b. Tomando Control de Su Salud
- c. Diabetes Self-Management Program (DSMP)
- d. Chronic Pain Self-Management Program (CPSMP)
- e. Bingocize®
- f. Home Meds
- g. A Matter of Balance
- h. Arthritis Foundation Exercise Program
- i. Arthritis Foundation Walk with Ease

D. Program Eligibility and Documentation

The Contractor shall document the status of potential clients as to their residence in the City of Los Angeles and their income. This information for each client shall be maintained in a file and made available for examination in accordance with §602, Maintenance of Records, and §608, Audits and Inspections, of the general terms of this Agreement.

1. Aging Service Area Residency Requirement

AGENCY NAME

During the term of this agreement, approximately one hundred percent (100%) of the total persons served shall reside in the ASA, or the ASA.

2. Low and Moderate Income Requirement Through Presumed Eligibility

Of the total persons served, the percent of the total who shall meet the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2), and the percent of the total who shall be of very low, low income or moderate income as defined by Title 24 CFR Section 570.483.(b)(2)(ii):

51% Meeting Low/Moderate Guidelines

E. 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 MPCs 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.

F. Evidence Based Program Services

1. The Contractor shall provide Evidenced Based Programs (EBP) services that are judged to be proven interventions that consistently help senior adults achieve specific goals and health outcomes. The program shall include, but not be limited to:
 - a. A daily set of program activities “endorsed” by a federal agency or respected research organization.
 - b. Use of staff/volunteers/interns trained and licensed to enhance and support the EBP activities and services.
 - c. Providing program activities and a facility that is responsive to the cultural and language needs of the participants it serves.
 - d. A physical facility that conforms to the requirements of the American with Disabilities Act (ADA).
 - e. Providing community outreach and education that informs seniors and their families of the benefits and services offered by the EBP.
 - f. Supportive services to working caregivers and family members that include counseling and referrals to other community resources.

The Contractor shall operate and manage the EBP in accordance with applicable government codes, regulations and directives as defined in this Agreement.

2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all its activities and services.
3. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section J) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's program director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.

4. The Contractor shall provide the following Evidence Based Program services/workshops.

a. Healthier Living/Chronic Disease Self-Management Program

Healthier Living is a program developed for people with chronic health conditions. Participants will develop practical skills for living a healthy life and managing their chronic diseases. The workshop provides support for normal daily activities and dealing with the emotions created by chronic conditions. It also addresses topics such as problem solving, nutritious eating, relaxation techniques and how to communicate effectively with family, friends, and health professionals. Results include improved health status, increase in exercise, reduction in pain and proper utilization of the health care system.

b. Tomando Control de Su Salud

Tomando Control de su Salud is the Spanish language, culturally appropriate version of the Chronic Disease Self-Management Program (Healthier Living). Participants learn to self-manage their chronic conditions using similar tools as the English version to obtain the same health outcomes.

c. Diabetes Self-Management Program (DSMP)

The Diabetes Self-Management Program is designed to enable participants diagnosed with Diabetes to maintain their health and properly manage their Diabetes. Each workshop shall include a curriculum that includes:

- 1) Relaxation techniques
- 2) Healthy eating
- 3) Managing sleep and fatigue
- 4) Managing medications
- 5) Exercise
- 6) Communication with health providers.

d. Chronic Pain Self-Management Program (CPSMP)

The Chronic Pain Self-Management Program is designed to provide education to people with chronic pain, defined as pain that lasts longer than three (3) to six (6) months or beyond the normal healing time of an injury, to help with coping skills, education and overall quality of life. Each workshop shall include a curriculum that includes:

- 1) Techniques to deal with problems such as frustration, fatigue, isolation, and poor sleep
- 2) Appropriate exercise for maintaining and improving strength, flexibility, and endurance
- 3) Appropriate use of medications
- 4) Communicating effectively with family, friends and health professionals
- 5) Nutrition
- 6) Pacing activity and rest
- 7) How to evaluate new treatments.

e. Bingocize®

The goal of Bingocize® is to increase health knowledge, social engagement, and the functional fitness of older adults. The program combines a bingo-like game with exercise and health education to foster improvements in:

- 1) Upper and lower body strength
- 2) Gait
- 3) Balance
- 4) Range of motion
- 5) Cognition (executive function)

- 6) Knowledge of falls risk education and other important health topics
- 7) Patient activation

f. HomeMeds

The HomeMeds program offers an in-home, medication review and intervention that includes a computerized risk assessment and alert process, plus a pharmacist (or geriatric nurse practitioner) review and recommendation for improvement.

g. A Matter of Balance

A Matter of Balance is a program for people who have fallen in the past, have a risk of falling and who may be reducing their activities due to a fear of falling. Participants learn to change their environment to reduce fall risk factors, to view falls and the fear of falling as controllable, set realistic goals to increase activity and exercise to increase strength and balance.

h. Arthritis Foundation Exercise Program

The Arthritis Foundation Exercise Program offers low-impact exercises and gentle activities to help increase joint flexibility and range of motion, and to help maintain muscle strength. Developed specifically for people with arthritis, the program is also beneficial to those without arthritis. Different classes are available to fit each individuals' fitness level with exercises done while sitting, standing or on the floor.

i. Arthritis Foundation Walk with Ease

The Arthritis Foundation Walk with Ease program was developed to help individuals create and implement a walking plan to meet their particular needs. This program encourages participants allowing them to stay motivated, manage their pain and learn to exercise safely to keep muscles strong and joints stable. The program helps boost participant energy, reduce stress and control weight.

5. Program Operating Hours and Location

The Contractor shall provide EBP services for project participants at the following MPCs and various locations convenient to the senior population throughout the following ASAs.

AGING SERVICE AREA

MPC Name:

Address:

AGING SERVICE AREA

MPC Name:

Address:

Services shall be provided between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, except for LADOA approved/authorized holidays.

6. Units of Service

a. Unduplicated Clients

The Contractor shall provide services in accordance with the following goals for unduplicated clients and program outcomes. These goals may be further detailed in subsections dealing with specific services provided by the Contractor.

- 1) Twelve (12) months unduplicated clients for the period of July 1, 2025 through June 30, 2026.
- 2) Minimum number of unduplicated clients shall be (60 per ASA).

b. Program Completers

Contractor must have no less than completers (224 completers of the total classes provided for the program year for each of the following ASAs: ASA and ASA). A “completer” is defined as an individual that has completed a minimum of 75% of the number of sessions provided for each class, and who is:

- Sixty-two years of age or older (62+), OR
- An informal caregiver who is 18 years of age and older, OR
- A grandparent or older individual 55 years of age and older that is a relative caregiver for a child by blood, marriage or adoption.

G. Outreach Services Program

The Contractor shall provide an outreach service program through which a diverse population targeted for EBP services and 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.

H. Grant-Related Income

1. Grant-related income shall be defined by LADOA as the following:

- 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, donations, 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 – See §404, Program Income, and §405, Return of Program Income, of the General Terms (Part 4) of this Agreement.
 - 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 a match or non-match.

2. Contractor shall post a public notice that contains a sliding scale for EBP fees or process for providing scholarships.

I. Advisory Council

All LADOA funded programs must have a program-related advisory council formed within sixty (60) days of contract execution. At least 50% plus one of the memberships must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the shared language and background of the clientele. The role of the advisory council is to advise the Contractor on its program’s operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions.

J. 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.

K. Volunteer Staff

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

The Contractor must provide a written plan for utilizing volunteers.

Volunteers shall be supervised by the project director or his/her designee. The Contractor shall document volunteer time through a time card or sign in/out procedure which shall record:

1. Printed/typed name and signature of volunteer.
2. Dates of volunteer service.
3. Type of volunteer service performed and number of hours performed.
4. Acknowledgement of reported information by project director.

Documentation on volunteers for the project shall be coordinated and maintained in a file by the Contractor. The Contractor shall have its accounting services compute dollar equivalent information for volunteer's time on a monthly basis.

L. 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.

M. 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.

N. Linkages With Other Agencies

The Contractor shall form cooperative agreements with other community agencies, including agencies not funded by LADOA, to ensure comprehensive and coordinated service delivery preventing duplication of services, continued expansion of services and/or reduction in program costs. Cooperative agreements shall include a detailed description of the collaboration. The Contractor shall provide a listing of linkages proposed to be established. The Contractor shall have a method for tracking referrals and referral sources and maintain a record of such.

O. Performance Standards

The Contractor agrees that full contract compliance with procedure and protocol established herein as set forth by LADOA and the California Department of Aging will be achieved within 120 days of the start of the contract. The Contractor also agrees that when performance falls below ninety-five percent (95%) or exceeds one hundred and ten percent (110%) 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.

Program performance measurements will be developed in association with the EBP Agreement and detailed in correspondence to the Contractor. The Contractor shall comply with the performance outcomes used to measure the effectiveness of the EBP.

P. 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 for the 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 equipment, 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), 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 equipment, 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.

Q. Confidentiality

1. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

2. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
3. The Contractor shall maintain participant confidentiality of the fees and donations contributed to the EBP Program.
4. The Contractor shall promptly transmit to the City all requests for disclosure of such identifying information not authorized by the participant.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the City without prior written authorization from the City.

R. Grievance Procedures

Contractor shall establish a written grievance process for reviewing and attempting to resolve program participant complaints. 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 Contractor'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 complainant's consent.
4. Require Contractor to notify all program participants of the grievance process available to them, both through the Contractor and LADOA, by doing the following:
 - 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 Contractor's contact with the program participants.
 - c. Advising that 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 Contractor. 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 Contractor 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.

S. Voluntary Contributions

Contractor shall have a method in place where 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 that an eligible participant's voluntary contribution is kept confidential.