

CITY OF LOS ANGELES

CALIFORNIA

JAIME H. PACHECO-OROZCO
GENERAL MANAGER



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

KAREN BASS
MAYOR

February 20, 2025

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

Honorable Councilmembers:

REQUEST TO ACCEPT \$263,364 IN MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACTS (MIPPA) GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AS PART OF THE MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25 WITH THE CDA, TO APPROVE BUDGET MI-2425-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH THE CENTER FOR HEALTH CARE RIGHTS FOR MIPPA-RELATED SERVICES

The City of Los Angeles Department of Aging (LADOA) requests City Council and Mayoral approval to accept \$263,364 in MIPPA grant funds from the California Department of Aging (CDA) as part of Memorandum of Understanding AAA-2425-25 and to authorize the MI-2425-25 Budget, 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

JAIME H. PACHECO-OROZCO
General Manager

JHP:SY:mn:gdh/2024-25 MIPPA Transmittal Council Cover Ltr (ED3 Waiver)

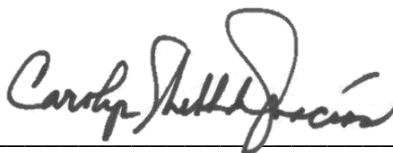
cc: City Attorney
City Administrative Officer
Chief Legislative Analyst

TRANSMITTAL

| | | |
|---------------------------------------|--------------------|------------------|
| TO Los Angeles Department of Aging | DATE 02/19/2025 | COUNCIL FILE NO. |
| FROM The Mayor | COUNCIL DISTRICT | |

REQUEST FOR TO ACCEPT \$263,364 IN MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACTS (MIPPA) GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AS PART OF THE MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25 WITH THE CDA, TO APPROVE BUDGET MI-2425-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH THE CENTER FOR HEALTH CARE RIGHTS FOR MIPPA-RELATED SERVICES

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)

CITY OF LOS ANGELES

CALIFORNIA

JAIME H. PACHECO-OROZCO
GENERAL MANAGER



KAREN BASS
MAYOR

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

January 31, 2025

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

APPROVAL OF REQUEST TO ACCEPT \$263,364 IN MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACTS (MIPPA) GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AS PART OF THE MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25 WITH THE CDA, TO APPROVE BUDGET MI-2425-25, AND TO NEGOTIATE AND EXECUTE AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH THE CENTER FOR HEALTH CARE RIGHTS FOR MIPPA-RELATED SERVICES

The General Manager of the Los Angeles Department of Aging (LADOA) respectfully submits this transmittal for your review and approval. Monies awarded through the MIPPA grant will expand Medicare beneficiary enrollment and outreach activities related to disease prevention and wellness promotion for the period covering September 1, 2024 through August 31, 2025.

RECOMMENDATIONS

The General Manager of the LADOA requests that the Mayor:

1. AUTHORIZE the General Manager of LADOA, or designee, to accept \$263,364 in MIPPA grant funds from the California Department of Aging (CDA) as part of Memorandum of Understanding AAA-2425-25 and to authorize the MI-2425-25 Budget;
2. AUTHORIZE the General Manager of LADOA, or designee, to negotiate and execute agreements with Center for Health Care rights (CHCR) starting September 1, 2024 to August 31, 2025, for \$237,028 subject to City Attorney and City Administrative Officer review;
3. AUTHORIZE the Controller to:

- A. Establish new accounts and appropriate \$263,364 for the MIPPA program within the Health Insurance Counseling and Advocacy Program (HICAP) Fund Number 47Y for the period covering from September 1, 2024 to August 31, 2025 as follows:

| <u>Account No.</u> | <u>Account Title</u> | <u>Amount</u> |
|--------------------|----------------------|---------------|
| 02A102 | Aging | \$26,336 |
| 02AD13 | MIPPA | \$237,028 |
| | Total | \$263,364 |

- B. Transfer and appropriate FY 23-24 MIPPA program grant funds of \$1,576 within the Health Insurance Counseling and Advocacy Program (HICAP) Fund Number 47Y to FY 24-25 MIPPA for the period covering from July 1, 2024 to August 31, 2024 as follows:

| | <u>Fund</u> | <u>Dept</u> | <u>Account No.</u> | <u>Account Title</u> | <u>Amount</u> |
|-------|-------------|-------------|--------------------|----------------------|---------------|
| From: | 47Y | 02 | 02Y102 | Aging | \$1,576 |
| To: | 47Y | 02 | 02A102 | Aging | \$1,576 |

- C. Increase appropriations within Fund 100 – Department 02 and transfer funds on an as needed basis as follows:

| | <u>Fund</u> | <u>Dept</u> | <u>Account No.</u> | <u>Account Title</u> | <u>Amount</u> |
|-------|-------------|-------------|--------------------|----------------------|---------------|
| From: | 47Y | 02 | 02A102 | Aging | \$26,336 |
| | 47Y | 02 | 02A102 | Aging | \$1,576 |
| To: | 100 | 02 | 001010 | Salaries-General | \$27,912 |

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

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 City Controller to implement the instructions.

BACKGROUND

MIPPA, signed into law in July 2008, provides funding to help Area Agencies on Aging (AAA) increase outreach and awareness efforts to low-income older adults who may be unaware of available Medicare benefits. For example, eligible, low-income Medicare beneficiaries may receive assistance in paying their monthly Medicare prescription premiums as well as in paying their medical insurance premiums under Medicare Part B.

CDA issued Memorandum of Understanding (MOU) AAA-2425-25 with LADOA, which is a 4-year agreement beginning in 2024 with grant funds awarded to AAAs in annual tranches. CDA has awarded the Department with \$263,364 in MIPPA grant funds to expand Medicare beneficiary enrollment and outreach activities related to disease prevention and wellness promotion.

MIPPA-related services are extensions of the federal and state information and assistance services provided under the Health Insurance Counseling and Advocacy Program (HICAP) and the State Health Insurance Assistance Program (SHIP). The HICAP program is an Older California Act (OCA) Community Based Services Program that provides personalized counseling, community education, and outreach events for Medicare beneficiaries. SHIP services are funded by the U.S. Department of Health and Human Services, Administration for Community Living. HICAP and SHIP are the primary sources for information and assistance for

Medicare benefits, prescription drug plans and health plans. The CHCR was selected as the HICAP/SHIP service provider, through an RFP process conducted by LADOA and approved by the City Council with Mayoral concurrence on June 30, 2023 (CF# 23-0700). As MIPPA-related services are an extension of these services, LADOA proposes to execute a new agreement, the first of two oneyear extensions, for MIPPA-related grant funds with CHCR. In accordance with City contracting processes, the Office of the City Administrative Officer completed the Executive Directive 3 (ED3) review on September 5, 2023 (CAO File No. 0150-12449-0000).

FISCAL IMPACT STATEMENT

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

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

Sincerely,



JAIME H. PACHECO-OROZCO
General Manager

JHP:SY;gdn/2024-25 MIPPA Transmittal

Attachment

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

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Project Title: MEDICARE IMPROVEMENTS FOR PATIENTS AND
PROVIDERS ACT (MIPPA)

Contractor: CENTER FOR HEALTH CARE RIGHTS

Doing Business As: N/A

Type of Organization: Non-Profit 501(c)3

Corporate Number: C1240955

UEI (Unique Entity ID) Number:

CFDA:

| CFDA Number | Title | Year | Award Number | Award Name |
|-------------|--|-----------|--------------|--|
| 93.071 | Medicare Enrollment Assistance Program | 2020-2025 | TBD | Medicare Enrollment Assistance Program |

Center(s): Citywide

Delivery Service Area (if applicable) Citywide

TABLE OF CONTENTS

| SECTION | PAGE |
|--|-------------|
| 1. <u>INTRODUCTION</u> | 2 |
| §101 TERMS OF AGREEMENT | 2 |
| §102 NOTICES..... | 2 |
| §103 SERVICE OF NOTICES | 2 |
| §104 CONDITIONS PRECEDENT TO THE EXECUTION..... | 2 |
| §105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS..... | 4 |
| §106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES | 4 |
| 2. <u>TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY</u> | 5 |
| §201 TIME OF PERFORMANCE | 5 |
| §202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY..... | 5 |
| §203 BUDGET | 6 |
| 3. <u>COMPENSATION</u> | 6 |
| §301 CONTRACTOR COMPENSATION | 6 |
| 4. <u>METHODS AND PROCEDURES GOVERNING PAYMENT</u> | 9 |
| §401 WITHHELD PAYMENTS | 9 |
| §402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT | 9 |
| §403 ALLOWABLE AND UNALLOWABLE COSTS | 9 |
| §404 PROGRAM INCOME | 10 |
| §405 RETURN OF PROGRAM INCOME | 11 |
| §406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS | 11 |
| §407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS | 11 |
| 5. <u>STANDARD PROVISIONS</u> | 11 |
| §501 INSURANCE..... | 11 |
| §502 NONDISCRIMINATION AND AFFIRMATIVE ACTION | 13 |
| §503 CONFLICT OF INTEREST | 13 |
| §504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS | 15 |
| §505 FEDERAL, STATE AND LOCAL TAXES..... | 20 |
| §506 INVENTIONS, PATENTS AND COPYRIGHTS | 20 |
| 6. <u>GRANT REQUIREMENTS</u> | 20 |
| §601 REPORTING REQUIREMENTS | 20 |
| §602 MAINTENANCE OF RECORDS | 21 |
| §603 CUSTOMER/APPLICANT FILES | 21 |
| §604 EQUIPMENT RECORDS | 22 |
| §605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES | 22 |
| §606 ACCOUNTING PRACTICES..... | 23 |
| §607 DOCUMENTATION OF EXPENDITURES..... | 24 |
| §608 AUDITS AND INSPECTIONS..... | 24 |
| §609 CONFIDENTIALITY OF INFORMATION..... | 26 |
| §610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS | 28 |
| §611 RESTRICTION ON DISCLOSURES | 28 |
| §612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS | 28 |
| §613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN | 28 |
| §614 PRESS RELEASES – PUBLIC INFORMATION | 29 |
| §615 NOTICE TO CITY OF LABOR DISPUTES | 29 |
| §616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD..... | 29 |
| §617 TECHNICAL ASSISTANCE..... | 29 |
| §618 PROHIBITION OF LEGAL PROCEEDINGS..... | 29 |
| §619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE..... | 29 |
| §620 FAITH-BASED ACTIVITIES..... | 29 |
| §621 CHILD ABUSE | 30 |
| 7. <u>SUBCONTRACT AND PROCUREMENT PROCEDURES</u> | 30 |
| 8. <u>REMEDIES</u> | 30 |
| §801 DEFAULTS | 30 |
| §802 NOTICE TO CORRECT PERFORMANCE | 31 |

| | | |
|------------|--|-----------|
| §803 | SUSPENSION OF THE AGREEMENT | 31 |
| §804 | TERMINATION OF AGREEMENT | 31 |
| §805 | NOTICES OF SUSPENSION OR TERMINATION | 32 |
| 9. | <u>MISCELLANEOUS</u> | 32 |
| §901 | SURVIVAL OF TERMS AND CONDITIONS | 32 |
| §902 | ORDER OF PRECEDENCE | 32 |
| §903 | RATIFICATION CLAUSE | 32 |
| §905 | NUMBER OF PAGES AND ATTACHMENTS..... | 33 |
| 10. | <u>SIGNATURE PAGE</u> | 34 |

EXHIBITS

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

AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
CENTER FOR HEALTH CARE RIGHTS RELATING TO
THE MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA)

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and Center for Health Care Rights, a California nonprofit corporation (Contractor) for the provision of services related to the Health Insurance Counseling and Advocacy Program (HICAP) Project.

RECITALS

WHEREAS, the City has entered into Grant Agreements (Agreement number MI 2324-25) 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;

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 Funds (CGF);

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;

WHEREAS, the Health Insurance Counseling and Advocacy Program (HICAP) Project 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 Mellow-Granlund Older Californians Act; and

WHEREAS, the Medicare Improvements for Patients and Providers Act (MIPPA) services are extensions of the federal and state information and assistance services provided under HICAP;

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 Number 23-0700 dated June 30, 2023 and TBD dated TBD 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.1]), which is attached hereto as Exhibit A and incorporated herein by reference, 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:

Joe Cislowski, Executive Director
4601 Wilshire Boulevard, Suite 160
Los Angeles, California 90010

§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 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.

§105 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.

§106 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 September 1, 2024 to August 31, 2025, 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 services provided pursuant to the Older Californians Act (OCA) and OAA which provides for HICAP and MIPPA services to persons aged sixty and older (60+) with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to underrepresented communities and those who are non or limited English speaking whose income is at or below poverty.

A. Scope of Work

The Contractor must provide the following activities outlined below:

1. MIPPA Priority 1 (SHIP – State Health Insurance Assistance Program)

The Contractor must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventative wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

2. MIPPA Priority 2 (AAA – Area Agency on Aging)

The Contractor must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventative wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

3. MIPPA Priority 3 (ADRC – Aging & Disability Resource Connection)

The Contractor must provide outreach regarding Medicare Part D benefits related to LIS and MSPs, and conduct outreach activities aimed at preventing disease and promoting wellness.

4. Contractor shall comply with the detailed Scope of Work as attached hereto as Exhibit G and incorporated herein.

5. 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 (Budget). The approved Budget documents, 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 Two Hundred Thirty-Seven Thousand Twenty-Eight Dollars (\$237,028) for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the CDA and shall be expended in accordance with the approved Budgets. The Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

Funding allocation for the full term of this Agreement shall be as follows:

| CITYWIDE PROGRAM | 12 MONTH FUNDING (September 1, 2024 – August 31, 2025) |
|------------------|---|
| MIPPA SHIP | \$73,557 |
| MIPPA AAA | \$116,644 |
| MIPPA ADRC | \$46,827 |
| TOTAL FUNDS | \$237,028 |

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): | TBD |
| Federal Award Date: | 2020-2025 |
| Award is Research and Development (R&D): | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

2. 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.
3. 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.
4. 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.
5. The City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
6. 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.
7. If applicable, the 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 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.1]) 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](http://cao.lacity.org/risk/Submitting%20proof%20of%20Insurance.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 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 §104(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.)

18. The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The Contractor is prohibited from the direct or indirect use of funds to:

1. Procure or obtain,
2. Enter into contract to procure or obtain; or

3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

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 by reference.

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 15th 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 15th 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 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 2 months preceding the month for which the cash is requested.
2. Closeout Report
 - a. Within 45 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 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 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 seven (7) 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 and more per unit and is expected to have a useful life of one 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 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 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 seven 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 seven-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 seven-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 Federal Government agency, State, and/or City.

§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 by reference, 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 §104A.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 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 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All

finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in THREE (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-four (34) pages and ten (10) exhibits that constitute the entire understanding and agreement of the parties.

DRAFT

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:

MICHAEL N. FEUER, 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: _____
Regina C. Mills
Deputy City Attorney

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

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

For: Center for Health Care Rights

*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: Irving Reifman
Title: Member – Executive Committee of Board of Directors

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name: Joe Cislowski
Title: Executive Director

Date: _____

D-U-N-S® Number: 187856463

Business Tax Registration Certificate Number: 709737-12

Internal Revenue Service Number: 95-3921686

Council File Number: 23-0700; Date of Approval: 6/30/2023

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, either as a direct or contracted services, provide Medicare Improvements for Patient and Providers Act (MIPPA) program related outreach, counseling, and/or application assistance to clients and ensure program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with California Department of Aging (CDA) requirements. Data entered must be timely, complete, accurate, and verifiable.

The Contractor shall and submit programmatic data using SHARP for the reporting periods as follows:

| Reporting Period | Due Date |
|----------------------------|-----------------|
| July 1 – July 31 | August 15 |
| August 1 – August 31 | September 15 |
| September 1 – September 30 | October 15 |
| October 1 – October 31 | November 15 |
| November 1 – November 30 | December 15 |
| December 1 – December 31 | January 15 |
| January 1 – January 31 | February 15 |
| February 1 – February 28 | March 15 |
| March 1 – March 31 | April 15 |
| April 1 – April 30 | May 15 |
| May 1 – May 31 | June 15 |
| June 1 – June 30 | July 15 |

B. Targeting of Services

1. Services shall be targeted to seniors sixty years and 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.
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 HICAP operations manual issued by CDA, a copy of which has been furnished to the Contractor by the City.

D. Medicare Improvements for Patients and Practitioners Act Program

1. The Contractor shall provide MIPPA services to eligible persons residing in the city. The Contractor shall target all Aging Service Areas (ASAs). Using the 2010 Census as a guide, the Contractor shall make an effort to proportionally service all underrepresented groups in each ASA in which services are being provided.

E. Medicare Improvements for Patients and Practitioners Act Program

1. Eligible Population

Contractor shall provide MIPPA related-services to individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSPs).

2. Program Services

Contractor, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners, shall:

- a. Provide MIPPA Program Activities in MIPPA Priority Area 1 (SHIP – State Health Insurance Assistance Program), MIPPA Priority Area 2 (AAA – Area Agency on Aging), and MIPPA Priority Area 3 (ADRC – Aging & Disability Resource Connection).

For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the AAA designated ADRC service area, Central & South Los Angeles ADRC.

- 1) Central & South Los Angeles ADRC service area is identified to be the following zip codes: 90001-90008, 90010-90021, 90026-90029, 90036-90039, 90043-90044, 90046-90048, 90057-90059, 90061-90062, 90068, and 90070-90071.

- b. Provide to LADOA, for LADOA and CDA approval, a detailed MIPPA Work Plan outlining the Contractor's strategies and use of resources to complete project goals.

The approved MIPPA Work Plan is hereby incorporated by reference as part of this Exhibit.

Requests to modify or amend the approved Work Plan may be made by either CDA, LADOA, or Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, LADOA or CDA may unilaterally modify the Work Plan if required by Administrative for Community Living (ACL) or other federal award guidance.

3. Performance Measures

Contractor shall collect, track, and report on all aspects of MIPPA activities and report work completed under this Agreement using the State's SHARP system.

MIPPA related activities that are measured through federal MIPPA Performance Measures include:

- a. The number of counseling services for beneficiaries under 150% of the Federal Poverty Level
- b. The number of persons reached through interactive presentations, booth/exhibits, mobile info vans, and enrollment events
- c. The number of counseling services for beneficiaries in Target Beneficiary Groups (Under 65, Rural, Native American, and English as a Secondary Language)
- d. The number of counseling services where applications were submitted for Limited Income Subsidy (LIS) or Extra Help and Medicare Savings Programs (MSPs)

4. Contractor may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with the subcontracting provisions in this Agreement.
5. Contractor shall be in compliance with all standards and regulations identified in the Medicare Improvements for Patients and Providers Act of 2008 and Medicare Prescription Drug Improvement and Modernization Act of 2003.
6. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
7. Participant voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. . The Contractor 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. The Contractor is to maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook.
9. Staff and Volunteer

The Contractor is to provide adequate staffing to cover all contract requirements and timelines of the Program.

Contractor staff shall be available to the State and/or City for training and meetings which the State and/or City may find necessary from time to time.

The Contractor is to designate the HICAP Program Manager to manage the Program at least thirty-two (32) hours per week. The equivalent of at least one (1) half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.

The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.

The Contractor is to inform the City of any changes in staff assigned as HICAP Program Manager and to submit to the City the name of the HICAP Program Manager within thirty (30) days of initial employment.

Volunteers for the HICAP may be reimbursed for expenses incurred, as specified by the CDA.

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.

The Contractor shall be responsible for the recruitment, training, coordination and registration with the CDA of health insurance counselors, including a large contingent of volunteer counselors designed to expand services as broadly as possible.

No health insurance counselor shall provide counseling services under this chapter, unless he or she is registered with the CDA.

No registered volunteer health insurance counselor shall be liable for his or her negligent act or mission in providing counseling services under this chapter. No immunity shall apply to health insurance counselors for any grossly negligent act or omission or intentional misconduct.

No registered volunteer health insurance counselor shall be liable to any insurance agent, broker, employee thereof, or similarly situated person for defamation, trade libel, slander, or similar actions based on

statements made by the counselor when providing counseling, unless a statement was made with actual malice.

Prior to providing any counseling services, health insurance counselors shall disclose, in writing, to recipients of counseling services pursuant to this chapter that the counselors are acting in good faith to provide information about health insurance policies and benefits on a volunteer basis, but that the information shall not be construed to be legal advice, and the counselors are, generally not liable unless their acts and omissions are grossly negligent or there is an intentional misconduct on his or her part of the counselor.

The CDA shall not register any applicant under this section unless he or she has completed satisfactorily training which is approved by the CDA, and which shall consist of not less than twenty-four (24) hours of training that shall include, but is not limited to, all of the following subjects:

- a. Medicare;
- b. Life and disability insurance;
- c. Managed care;
- d. Retirement benefits and principles of long-term care planning;
- e. Counseling skills; and
- f. Any other subject or subjects determined by the CDA to be necessary to the provision counseling services under this chapter.

The CDA shall not register any applicant under this section unless he or she has completed all training requirements and has served an internship of co-counseling of not less than ten (10) hours with an experienced counselor and is determined by the local program manager to be capable of discharging the responsibilities of a counselor. An applicant shall sign a conflict of interest and confidentiality agreement as specified by the CDA. A conflict of interest may include, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.

A counselor shall not continue to provide health insurance counseling services unless he or she has received continuing education and training, in a manner prescribed by the CDA.

The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

F. 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 shall advise the Contractor on a program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. The advisory council that serves under the HICAP contract also serves the advisory council function for MIPPA.

G. Public Information Materials

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 MIPPA related written materials or publicity generated must identify Federal agency, State, and/or 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.

The Contractor shall assure materials published or transferred by the Contractor and financed with funds under this Agreement include either of the following Template Language that best corresponds with the Contractor's MIPPA contract allocation(s) and has been edited to replace each reference to "XX" with the appropriate corresponding figure.

1. Product Disclaimer Template Option 1:

"This [project/publication/program/website, etc.] [is/was] supported by the Administrative for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

2. Product Disclaimer Template Option 2:

"This [project/publication/program/website, etc.] [is/was] supported by the Administrative for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

H. Volunteers

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.

I. 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.

The Contractor shall assure project staff maintain a comprehensive understanding of project expectations. This includes, but is not limited to, attendance of CDA-hosted MIPPA meetings and/or trainings by service provider management staff and/or designees.

J. 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.

K. Linkages With Other Agencies

1. 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.
2. The Contractor shall assure engagement with National Center for Benefits Outreach and Enrollment (NCBOE) peer learning opportunities, such as webinars and communities of practice.

L. 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 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.

M. 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.
8. The Contractor shall maintain the capability to send and receive electronic mail (e-mail) communications and other information through the internet, including expanding/maintaining internet capability at the program level. Counselors should have access to internet-based enrollment and counseling tools at the time and place of counseling.

N. 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:
 - 2) Amount or duration of a service.
 - 3) Denial or discontinuance of a service.
 - 4) 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.
 - 5) 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.

O. 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.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor shall assure full compliance with 2 CFR 200.216. The Contractor is prohibited from the direct or indirect use of funds to:

1. Procure or obtain; or
2. Enter into contract or procure or obtain; or

3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889].

The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

DRAFT