

0220-00540-1676

**TRANSMITTAL**

TO The Council The City Attorney The Community Investment for Families Department	DATE  10/26/2023	COUNCIL FILE NO.  23-0467
FROM The Mayor	COUNCIL DISTRICT  Citywide	

**Request for Authority to Execute Contracts with Five Service Providers to Operate FamilySource Centers and Authority to Execute a Second Amendment to Contract No. C-143928 with El Nido Family Centers to Continue FamilySource Center Operations**

Transmitted for further processing.  
See the City Administrative Officer report attached.



MAYOR  
(Chris Thompson for)

MWS:JLJ02240026c

**REPORT FROM**

**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**

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Date: October 25, 2023

CAO File No. 0220-00540-1676

Council File No. 23-0467

Council District: Citywide

To: The Mayor

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Community Investment for Families transmittal dated October 10, 2023; Received by the City Administrative Officer on October 11, 2023; Additional information received on October 13, 2023

Subject: **REQUEST FOR AUTHORITY TO EXECUTE CONTRACTS WITH FIVE SERVICE PROVIDERS TO OPERATE FAMILYSOURCE CENTERS AND AUTHORITY TO EXECUTE A SECOND AMENDMENT TO CONTRACT NO. C-143928 – EL NIDO FAMILY CENTERS**

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**RECOMMENDATIONS**

1. That the Council, subject to the approval of the Mayor, authorize the General Manager of the Community Investment for Families Department (CIFD) or designee, to:
  - a. Negotiate and execute contracts and amendments with the five contractors identified as part of the Request for Proposals (RFP) process and detailed in Attachment A of the CIFD's transmittal dated October 10, 2023 to operate FamilySource Centers (FSC) for an amount not to exceed \$750,000 per contractor and for a six-month term from January 1, 2024 through June 30, 2024, with two one-year renewal options, subject to the review and approval by the City Attorney as to form, funding availability, compliance with the City's contracting requirements and federal and state grant guidelines, available grant funding, and satisfactory contractor performance;
  - b. Modify the FSC Operator Replacement List to add FSC proposers who achieved a score of 70 or higher as a result of the 2023 RFP process, as detailed in Attachment B to the CIFD transmittal, and to report back to Council prior to the selection of a new FSC operator from said list; and
  - c. Make technical corrections as necessary to transactions included in this report to implement Mayor and Council intentions, subject to approval of the City Administrative Officer.
2. That the Mayor authorize the General Manager of the CIFD to negotiate and execute a Second Amendment to Contract No. C-143928 with El Nido Family Centers to increase the

compensation amount by \$230,000, for a new compensation total of \$1,762,000, to provide additional emergency food assistance, in substantial conformance with the draft Second Amendment attached to this report, subject to the review and approval by the City Attorney as to form, funding availability, and compliance with the City's contracting requirements and federal and state grant guidelines.

## SUMMARY

The Community Investment for Families Department (CIFD) requests approval of the 2023 Request for Proposals (RFP) results to operate five FamilySource Centers (FSC) in the City, authority to negotiate and execute contracts with the five selected FSC operators in Attachment A to the CIFD report, and authority to modify the existing FSC Operators Replacement List. The CIFD also requests authority to execute a Second Amendment to Contract No. C-143928 with El Nido Family Centers to increase the compensation amount by \$230,000 to provide additional emergency food assistance through the Pacoima FSC. All other contract terms remain unchanged.

The City's FamilySource System (FSS) is a network of service providers that operate FSCs, which are strategically located in areas with high concentrations of poverty. They serve as one-stop centers that provide wraparound social services, targeting low and moderate-income families using a two-generational approach in which both parents and children receive support. With the integration of the Solid Ground Homelessness Prevention Program (Solid Ground), the primary outcomes for the enhanced system are: 1) improve housing stability, 2) increase financial security, and 3) improve academic achievement. Additional information regarding the FSS and FSC services can be found in the CIFD report.

### Procurement Process

On December 8, 2022, CIFD released an RFP for 20 proposed service areas, ranked by highest need. In the 2023-24 Adopted Budget, Council approved the addition of four FSCs for a total of 20 FSCs citywide, and on June 9, 2023, Council approved the results of the 2022 FSC Operators RFP (C.F. 23-0467). Service providers were selected for 15 out of 20 FSCs, and contracts were executed effective July 1, 2023. During the 2022 RFP process, there were five service areas where no proposals were received, or where the proposals received did not meet the minimum score of 70. As a result, the Council authorized the CIFD to reissue the RFP for the following five service areas, presented here in order of highest need:

- #8 South Los Angeles III
- #10 Panorama City
- #18 North Hollywood
- #19 Koreatown
- #20 Central City

The CIFD conducted outreach and information sessions in June and July 2023 to reach a larger

number of non-profit organizations, ensure a sufficient number of proposals were received, and provide more information on the FSS and the City's requirements. On July 13, 2023, the CIFD reissued the RFP for service providers to operate FSCs in the five remaining service areas. The CIFD received a total of 18 proposals and recommends entering into contracts for a six-month initial term with the five service providers that received the highest score in each service area.

Rank	Service Area	Service Provider	Contract Amount
8	South Los Angeles III	Jenesse Center, Inc.	\$750,000
10	Panorama City	El Centro de Amistad	\$750,000
18	North Hollywood	Latino Resource Organization	\$750,000
19	Koreatown	Central City Neighborhood Partners	\$750,000
20	Central City	St. Francis Center	\$750,000
<b>Total</b>			<b>\$3,750,000</b>

Pursuant to Charter Section 1022, the Personnel Department determined that although there are City classifications that can perform some of the duties required to operate the FSCs, there are no City classifications that can perform the full scope of work. The Personnel Department further noted that staff is fully deployed and unable to take on additional tasks.

### Emergency Food Assistance

The 2023-24 Adopted Budget allocated \$230,000 to provide additional emergency food assistance through the Solid Ground Program and instructed the CIFD to contract with North Valley Caring Services. El Nido Family Centers is the service provider that was selected to operate the Pacoima FSC from July 1, 2023 through June 30, 2024 for a contract amount not to exceed \$1,500,000. Subsequent to the release of the CIFD report, the CIFD provided the proposed Second Amendment to the El Nido Family Centers contract, which is attached to this report. The CIFD recommends executing a Second Amendment to increase the contract amount by \$230,000 to provide additional food assistance in Pacoima through a subcontract with North Valley Caring Services.

On October 3, 2023, a First Amendment was executed to increase the contract amount by \$32,500 to implement the United to House LA Emergency Rental Assistance Program to assist households that are unable to repay arrears or pay rent to avoid eviction and homelessness. The proposed Second Amendment increases the contract amount by \$230,000 for a new total of \$1,762,500 to provide additional emergency food assistance through a subcontract with North Valley Caring Services. All other contract terms remain unchanged.

## **FISCAL IMPACT STATEMENT**

The recommendations in this report will have no additional impact to the General Fund. The 2023-24 Adopted Budget provides \$16,815,009 in the General Fund to expand the FamilySource System (FSS) from a total of 16 to 20 FamilySource Centers throughout the City and provide



additional emergency food assistance. The FSS is further supported by the Community Services Block Grant Trust Fund and the Community Development Trust Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that budgeted funding is available to support anticipated contract expenditures.

*MWS:JLJ:02240026c*

Attachments



**COMMUNITY  
INVESTMENT  
FOR FAMILIES  
DEPARTMENT**  
*Paths to Prosperity*



KAREN BASS, MAYOR  
ABIGAIL R. MARQUEZ, GENERAL MANAGER

October 10, 2023

Council File: 23-0467  
Council District: Citywide  
Contact Persons:  
Jacqueline Rodriguez: 213-564-7950  
Veronica McDonnell: 213-928-9060  
Abigail R. Marquez: 213-808-8462

Honorable Karen R. Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012  
Attn: Heleen Ramirez  
Legislative Coordinator

**COUNCIL TRANSMITTAL: REQUEST TO APPROVE THE COMMUNITY INVESTMENT FOR FAMILIES' REQUEST FOR PROPOSAL (RFP) RESULTS AND EXECUTION OF CONTRACTS PURSUANT TO THE RESULTS OF THE FAMILYSOURCE CENTER (FSC) FIVE SERVICE AREA RE-BID AND AUTHORIZATION TO ADD TO THE ESTABLISHED FSC REPLACEMENT OPERATOR LIST**

**SUMMARY**

The General Manager of the City of Los Angeles Community Investment for Families Department (CIFD) respectfully requests that your office review this transmittal and forward it to the appropriate committees for further consideration. Through this transmittal, CIFD provides a report back on actions approved under Council File (C.F.) 23-0467.

Through this transmittal, CIFD seeks authority to (1) accept the results of the FamilySource Center (FSC) re-bid procurement process, (2) execute contracts with the recommended contractors to operate FSCs in five service areas, and (3) add to the established FSC Replacement Operator list.

**RECOMMENDATIONS:**

The General Manager of CIFD respectfully requests that:

- I. Your office schedules this transmittal before the appropriate Committee(s) of the City Council at the next available meeting(s) and forward it to the City Council for consideration and approval immediately thereafter.

II. The City Council, subject to the approval of the Mayor:

- a) AUTHORIZE the General Manager of CIFD, or designee, to negotiate and execute contracts with the five recommended contractors listed in [Attachment A](#) to operate FamilySource Centers for \$750,000 each and for the term of January 1, 2024, to June 30, 2024, including an option to renew and/or extend the contract for two additional one-year terms, subject to the review and approval of the City Attorney as to form and legality, as well as to compliance with City contracting requirements and federal and state grant guidelines, and contingent on available funding.
- b) AUTHORIZE the General Manager of CIFD, or designee, to modify the established FSC Operator Replacement list to include any FSC proposer with a score of 70 points or greater during the 2023 FSC Re-Bid RFP process (see [Attachment B](#)). INSTRUCT CIFD to report back to the City Council before selecting a new FSC operator from the FSC Operator Replacement list.
- c) AUTHORIZE the General Manager of CIFD, or designee, to amend contract C-143390 with El Nido Family Centers to increase the contract amount by \$230,000 for the emergency food program funded in the FY 2023-24 City Budget.
- d) AUTHORIZE the General Manager of CIFD, or designee, to prepare Controller Instructions and/or make any technical adjustments needed and consistent with this action, subject to the approval of the CAO, and request the Controller to implement these instructions.

**BACKGROUND**

*FamilySource System*

The FamilySource System (FSS) is a network of FamilySource Centers (FSCs) strategically located in areas of the City with the highest needs. The FSS is the City's mechanism for delivering anti-poverty services and initiatives. Since its inception in 2009, the FSS has functioned as a performance-driven, outcome-oriented system with two primary measures of success: increased family income and increased academic achievement.

CIFD is committed to maintaining this place-based model while enhancing its responsiveness to the ever evolving needs of City residents. Through this RFP, the FSS aims to seamlessly integrate the Solid Ground Homelessness Prevention Program into the FSCs. This integration will refine the FSS's focus, placing greater emphasis on stabilizing housing and other basic needs, working with families to build a more financially secure future, and supporting participating students' academic achievement.

To effectively combat poverty in the long term, services will be delivered through a two-generation approach. This approach ensures that both children and parents receive support simultaneously, primarily focusing on three key outcomes: 1) improve housing stability, increase financial security, and 3) improve academic achievement.

### **FSC Services**

FSCs will be required to provide all of the services identified in Table 1 at the FSC location, either directly or through a subcontractor (at least one subcontractor is required), and record data in a CIFI-prescribed data system for data collection and evaluation. These services include a comprehensive assessment, a customer service plan, case management, financial coaching, housing stability services, multi-benefit screening, income tax prep services, tutoring, and more.

**Table 1: FSC Menu of Services**

Menu of Services	
Pre-assessment	Income Tax Preparation Assistance
Comprehensive Assessment	Immigration Workshops
Customer Service Plan (CSP)	Emergency Food Program
Pre-Employment/Employment Support Services (Adult and Youth)	Emergency Financial Assistance/ Supportive Services
Case Management	Parent Promise
Financial Coaching	Summer Learning Program
Housing Stability Services (Solid Ground)	Tutoring
Multi-Benefit Screening	College Corner
Child Watch	

### **Procurement Process**

In December 2022, CIFI released an RFP to solicit proposals from qualified, community-based, non-profit organizations to operate FSCs in 20 service areas starting July 1, 2023. The City Council and the Mayor approved the results on June 9, 2023 (C.F. 23-0467). Fifteen successful proposals were received through this RFP process, three service areas received proposals that did not meet the minimum score, and two service areas received no proposals, therefore, CIFI was instructed to re-bid the five service areas that did not receive successful proposals.

The FY 2023-24 City budget provides funding for CIFI to operate 15 FSCs from July 1, 2023 - June 30, 2024, and five FSCs from January 1, 2024 - June 30, 2024.

### **DISCUSSION**

#### ***Re-procurement***

On June 9, 2023, the City Council instructed CIFI to release a new procurement to select service providers to operate FSCs in five service areas that did not receive a successful

proposal in February 2023 (C.F. 23-0467). CIFD was instructed to report back to the City Council on the results of the re-procurement.

**Table 2: Five Additional FSC Service Areas, Ranked by the Highest Need**

Ranking	FSC Area	Council District	Community Planning Area
8	South L.A. III	10	West Adams-Baldwin Hills-Leimert Park
10	Panorama City	6	Mission Hills - Panorama - North Hills
18	North Hollywood	2,6	North Hollywood - Valley Village
19	Koreatown	10	Wilshire
20	Central City	14	Central City - Downtown

*Regional Alliance Marketplace (RAMP) Survey*

In order to improve the procurement process, CIFD released a survey to 100+ service providers that showed interest in the FamilySource Center procurement in January and February 2023. Fifteen providers submitted complete responses, findings included:

- 33% of respondents indicated that they invested more than 16 hours preparing their proposal; 67% spent between 10-16 hours preparing their proposal
- Of those survey respondents who did not submit a proposal, 33% indicated that they ran out of time to prepare a complete proposal package
- 100% of those who submitted a proposal indicated no problems with uploading and submitting their proposal
- 36% of respondents indicated that the Proposers' Conference was not helpful

CIFD implemented several suggestions, including:

- More interactive Proposers' Conference with more time for questions and discussion
- Consolidated attachments for required compliance documents
- Posting more details in response to each question submitted by proposers

*Outreach*

To increase awareness of the RFP opportunity to submit proposals to operate FSCs in the five new service areas, CIFD conducted targeted outreach to nonprofit organizations in June and July 2023. In addition, CIFD collaborated with the Council Districts of the service areas to expand the outreach efforts. CIFD hosted in-person information sessions in South Los Angeles and the San Fernando Valley. Additionally, CIFD hosted a virtual information session. Approximately 80 individuals representing about 60 organizations participated in the in-person or virtual information sessions. Attendees had the opportunity to learn about the FSC program and ask questions about the programs' and City's requirements.

Additionally, CIFD directly contacted more than 50 service providers to encourage them to view the FSC re-procurement RFP in RAMP. CIFD also promoted the RFP through CIFD's website, newsletter, and social media channels.

#### *Procurement Process*

On July 13, 2023, CIFD released an RFP to solicit bids from eligible organizations interested in serving as an FSC operator in five service areas beginning on January 1, 2024. Consistent with the approval by the City Council and the Mayor, the RFP was substantially similar to the previous FSC RFP. The RFP included the menu of services to be provided along with the customer eligibility criteria. The RFP detailed CIFD's expectations of each provider, such as serving 1,000 unduplicated households comprising a minimum of 2,600 individuals annually. Each proposer was required to identify \$250,000 in annual, leveraged resources. Agencies are limited to serving a maximum of two service areas.

**Table 3: Key FSC Procurement Milestones**

<b>EVENT</b>	<b>DATE</b>
2023 FSC RFP Released	<b>Thursday, July 13, 2023</b>
Proposers' Conference	<b>Wednesday, July 26, 2023</b>
RFP Submission Deadline	<b>Thursday, September 7, 2023</b>
RFP Review Period Completed	<b>Friday, September 22, 2023</b>
CIFD notified proposers of scores	<b>Monday, September 25, 2023</b>
Appeals Process Completed	<b>Thursday, September 28, 2023</b>

There were 70 registrants for the Proposers' Conference, 102 unique views of the RFP opportunity, and a total of 18 proposals were received by the deadline of Thursday, September 7, 2023, 5:00:00 p.m. Each proposal underwent a threshold review to ensure the proposal met the minimum eligibility criteria. [Attachment A](#) outlines the procurement score results. All proposals passed threshold review and were eligible for consideration. The proposals were reviewed and rated by a panel of reviewers, who participated in an FSC RFP Reviewer Training, during which the reviewers were presented with an overview of the RFP, trained on the use of the RFP scoring tool, and reviewed and signed the Conflict of Interest/Non-Disclosure Statement.

After reviewers performed their individual proposal reviews, reviewers worked together to reach a consensus score. Additional components of the proposal were assessed through site visits, budget reviews, and a review of the administrative capability and performance. Out of 100 possible points, a minimum score of 70 is required to be considered for funding. In areas with multiple proposals, scores were ranked against other proposals submitted to serve the same service area.

**Table 4: Evaluation Criteria**

FamilySource System	Points
<b>Part I Demonstrated Ability</b> Describe qualifications and program/administrative capability providing the solicited, or very similar, services for three years within the past five years.	30
<b>Part II Program Design and Framework</b> The proposed approach to providing the required services listed in Section 2.	40
<b>Part III Facility</b> FSCs response to the Proposed Facility attachment and a site visit by proposal reviewers.	10
<b>Part IV Cost Reasonableness and Financial Viability</b> The reasonableness and appropriateness of the proposed costs.	20
TOTAL POINTS	100

Evaluation of the site included an assessment of the proposed FSC facility. Site visits were conducted by CIFD staff for all eligible proposers to review the readiness of the proposed FSC location per the facility guidelines outlined in the RFP. [Attachment C](#) includes maps outlining FSC service areas. [Attachment A](#) lists the proposals submitted and the scoring results.

#### *Contract Recommendations*

CIFD recommends that the City Council and the Mayor approve contracts with the top-scoring proposers in each of the five service areas to operate FamilySource Centers starting January 1, 2024.

**Table 5: FSCs Recommended for Contract Execution**

Service Area	Service Provider
Service Area 8 - South L.A. III	Jenesse Center, Inc
Service Area 10 - Panorama City	El Centro de Amistad
Service Area 18 - North Hollywood	Latino Resource Organization
Service Area 19 - Koreatown	Central City Neighborhood Partners
Service Area 20 - Central City	St. Francis Center

#### *Appeals Process*

On September 25, 2023, proposers were notified of the proposal review results, including proposal scores and appeals process instructions. Proposers may appeal procedural issues only, such as whether CIFD did not follow the stated processes for posting information and collecting applications or attachments. A disagreement with, or objection to, the points awarded does not constitute a basis for an appeal. Differences of opinion about the proposal's merits do not constitute grounds for submitting an appeal. Appeals may not include any new or

additional information that was not submitted with the original proposal. Proposers had three days to appeal. The last day to appeal was September 28, 2023.

On September 28, 2023, CIFD received one appeal, which was subsequently withdrawn by the appellant.

#### *Establishment of a Replacement Operator List*

In addition to approving the recommended FSC contractors, CIFD requests authority to amend the prequalified list of Replacement Operators ([Attachment B](#)). The Replacement Operator List consists of agencies recommended for funding and those not selected with a proposal score of 70 points or greater. Inclusion on the list will qualify a proposer for consideration as a FamilySource operator if an established contractor can no longer fulfill its contractual responsibilities, regardless of the service area that the proposer originally applied to serve.

#### *Community Action Board Action*

As required by CIFD's Community Services Block Grant (CSBG), the City's Community Action Board (CAB) reviewed and approved CIFD's FamilySource Center Re-procurement RFP recommendations for the five service areas on October 5, 2023.

#### *1022 Determination*

The 1022 determination for the original FSC Procurement was approved on December 5, 2022; this approval also served as the determination for the FSC Re-procurement RFP. Pursuant to Charter Section 1022, the Personnel Department determined that although City classifications can perform some of the duties required to operate the FSCs, there are no City classifications that can perform the full scope of work. The Personnel Department further noted that staff is fully deployed and unable to take on additional tasks.

#### *Emergency Food Assistance*

As described in the FSC Menu of Services (Table 1), FamilySource Centers offer emergency food assistance as part of the FSC program. The City's FY 2023-24 budget (C.F. 23-0600, Budget Motion #17, approved May 18, 2023) appropriates \$230,000 for additional emergency food assistance in the Northeast San Fernando Valley. CIFD is requesting authority for these funds to be added to the El Nido Pacoima FamilySource Center contract, C-143930, to subcontract with North Valley Caring Services.

### **FISCAL IMPACT STATEMENT**

The five FamilySource centers are funded by the General Fund. The City's FY 2023-24 Budget provides General Fund dollars to fund each of the five new FSCs at \$750,000.



ABIGAIL R. MARQUEZ  
General Manager

AM:VM:JDR



## **ATTACHMENTS**

Attachment A: [FSC Contract Recommendations](#)

Attachment B: [FSC Operator Replacement List](#)

Attachment C: [FSC Service Area Maps](#)

Attachment D: [FSC contract pro forma](#)

**Attachment A**  
**2023 FamilySource Centers Operators Reprocurement Request for Proposals**  
**Results**

Service Area No.	Service Area	Council District(s)	Proposer(s)	Score	Recommendation
8	South Los Angeles III	10	Jenesse Center, Inc	78	Selected
8	South Los Angeles III	10	Asian American Drug Abuse Program, Inc.	73	Not Recommended
8	South Los Angeles III	10	Mexican American Opportunity Foundation	45	Not Recommended
10	Panorama City	6	El Centro de Amistad	82	Selected
10	Panorama City	6	Haven Neighborhood Services	73	Not Recommended
10	Panorama City	6	Latino Resource Organization	81	Not Recommended
10	Panorama City	6	Parents, Educators/Teachers, and Students in Action	52	Not Recommended
10	Panorama City	6	YMCA of Metropolitan Los Angeles	63	Not Recommended
18	North Hollywood / Sun Valley	2, 6	Latino Resource Organization	83	Selected
18	North Hollywood / Sun Valley	2, 6	East Valley Family YMCA	58	Not Recommended
18	North Hollywood / Sun Valley	2, 6	El Centro de Amistad	81	Not Recommended
18	North Hollywood / Sun Valley	2, 6	Haven Neighborhood Services	69	Not Recommended
19	Koreatown	10	Central City Neighborhood Partners	96	Selected
19	Koreatown	10	Anderson - Munger Well-Being Center (YMCA)	62	Not Recommended
19	Koreatown	10	Koreatown Youth and Community Center, Inc.	84	Not Recommended
19	Koreatown	10	My New House	42	Not Recommended
20	Central City	14	St. Francis Center	77	Selected
20	Central City	14	Mexican American Opportunity Foundation	43	Not Recommended

**Attachment A**  
**2023 FamilySource Centers Operators Reprocurement Request for Proposals**  
**Funding Recommendations**

Area	Organization	Term	CDBG	CSBG	General Fund	Total Contract Amount
8	Jenesse Center, Inc	1/1/24 - 6/30/24			\$ 750,000	\$ 750,000
10	El Centro de Amistad	1/1/24 - 6/30/24			\$ 750,000	\$ 750,000
18	Latino Resource Organization	1/1/24 - 6/30/24			\$ 750,000	\$ 750,000
19	Central City Neighborhood Partners	1/1/24 - 6/30/24			\$ 750,000	\$ 750,000
20	St. Francis Center	1/1/24 - 6/30/24			\$ 750,000	\$ 750,000
	FSC Total		\$ -	\$ -	\$ 3,750,000	\$ 3,750,000

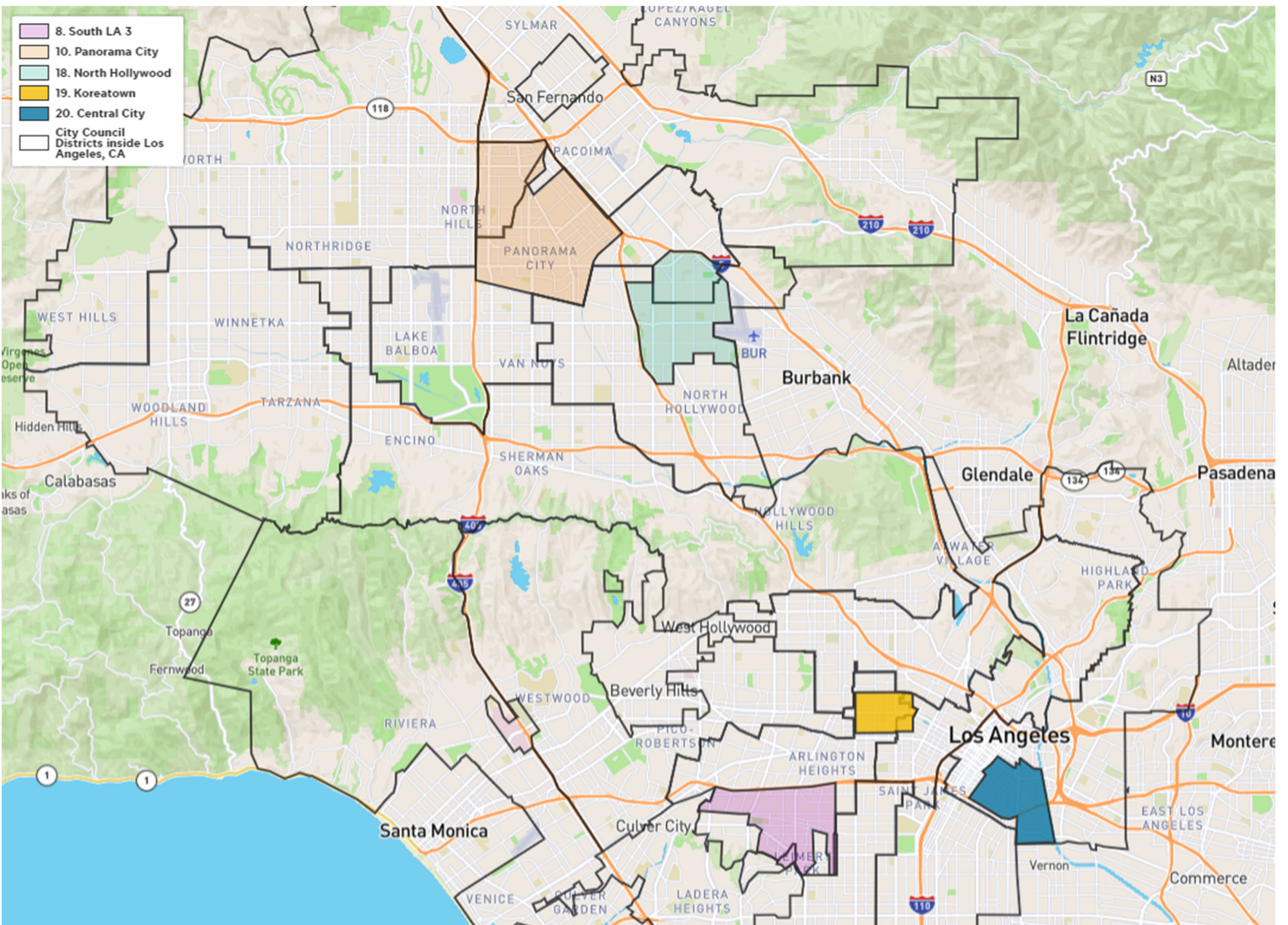
# FAMILYSOURCE CENTERS SYSTEM RFP

## Operator Replacement List

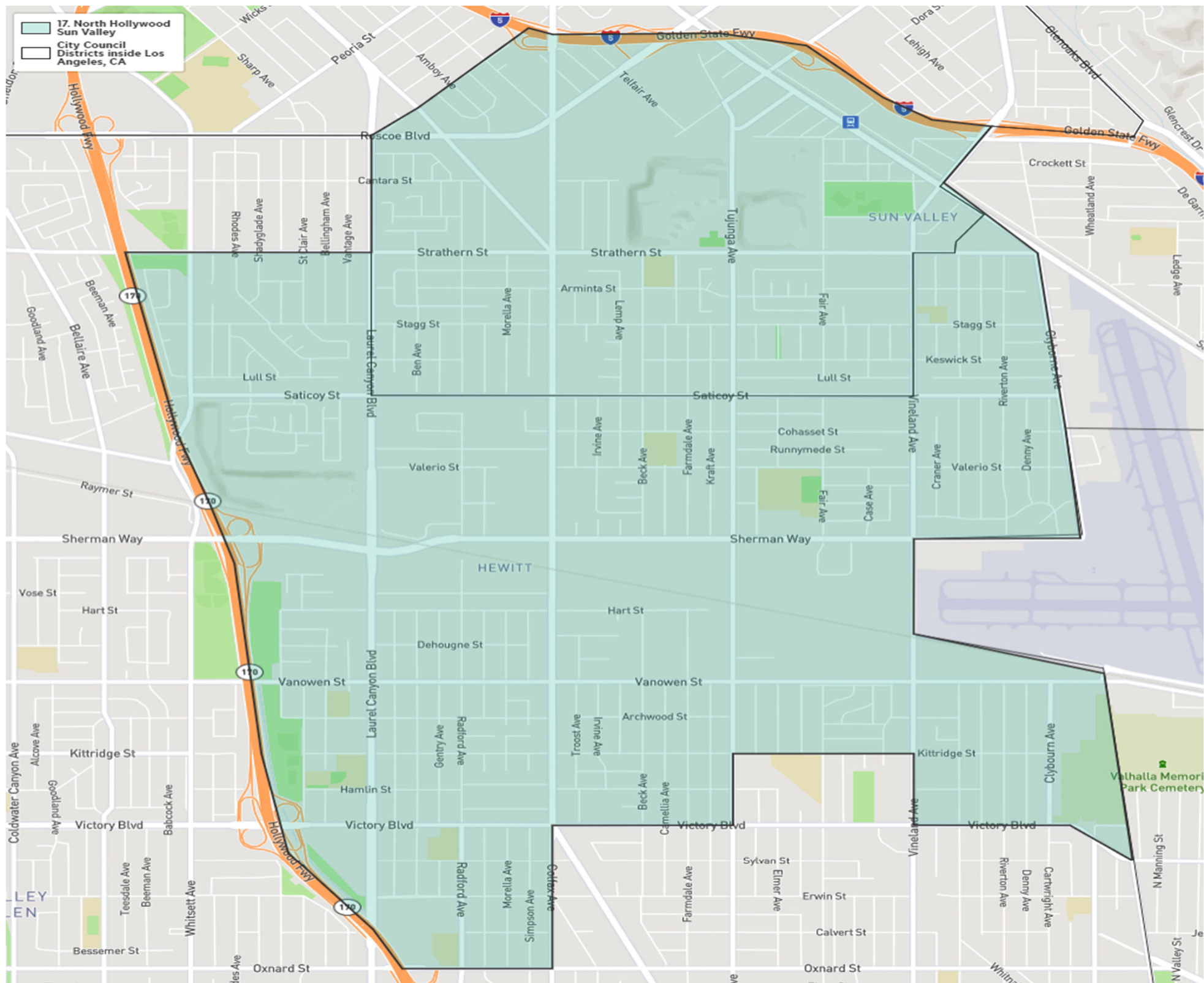
**FSC proposers that received a score of 70 or higher:**

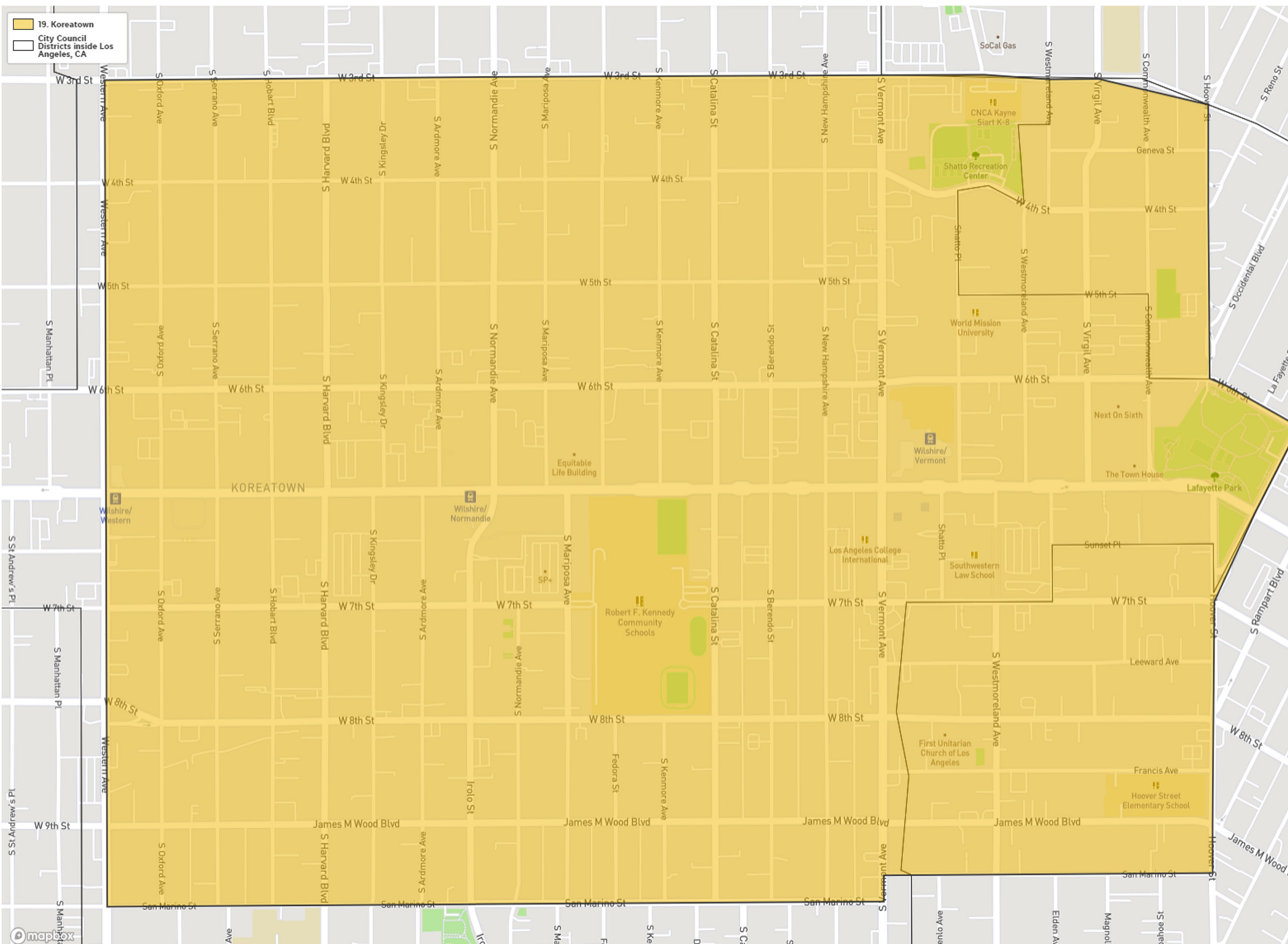
All Peoples Community Center  
Barrio Action Youth and Family Center  
Central City Neighborhood Partners  
EL Centro De Ayuda  
El Centro Del Pueblo  
El Nido Family Centers  
Koreatown Youth and Community Center, Inc.  
New Economics for Women  
P.F. Bresee Foundation  
The Children's Collective, Inc.  
Toberman Neighborhood Center  
Watts Labor Community Action Committee  
Asian American Drug Abuse Program, Inc  
Jenesse Center, Inc  
El Centro de Amistad  
Latino Resource Organization  
Haven Neighborhood Services  
St. Francis Center

**Attachment C**  
**FSC Reprourement Service Area Maps**



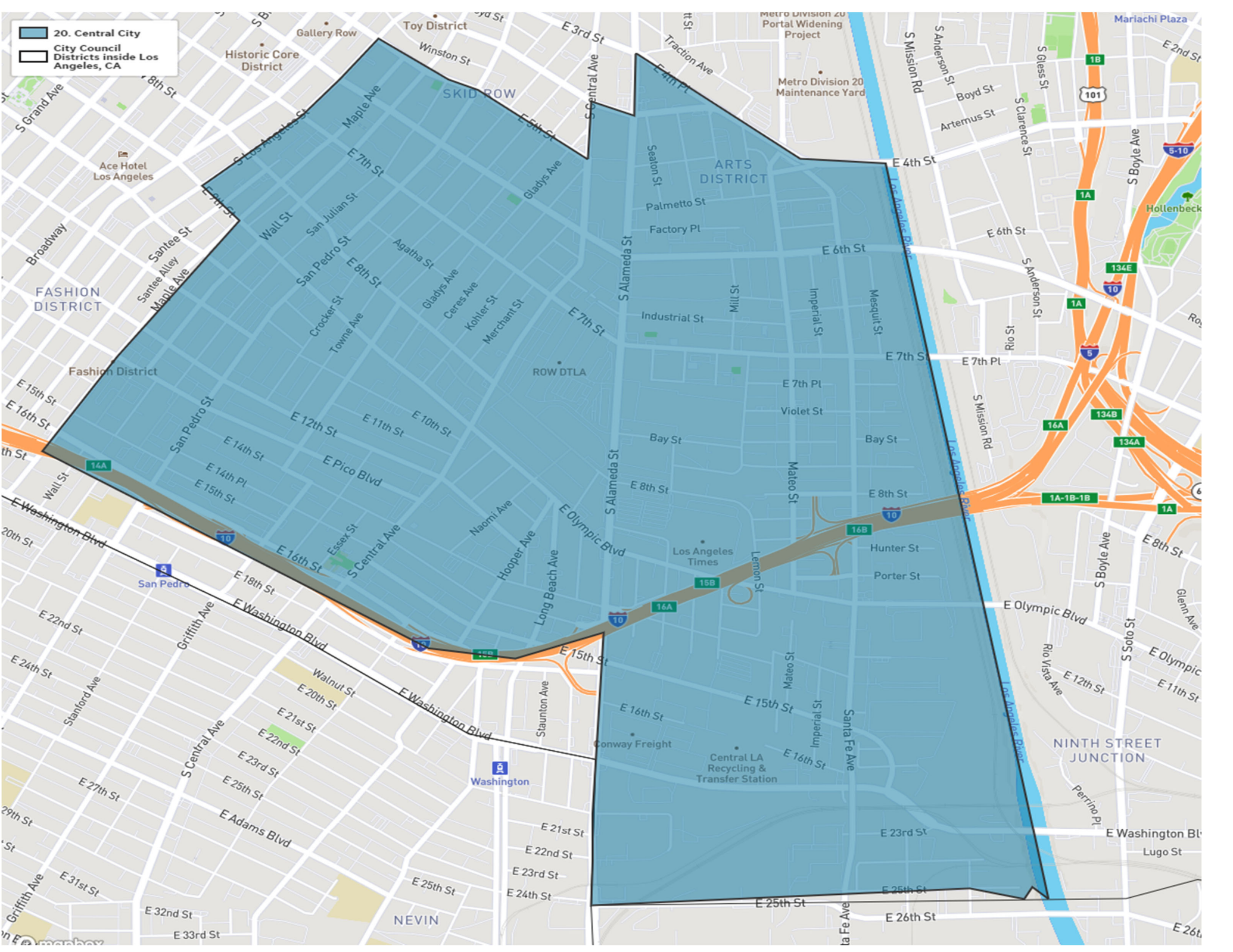




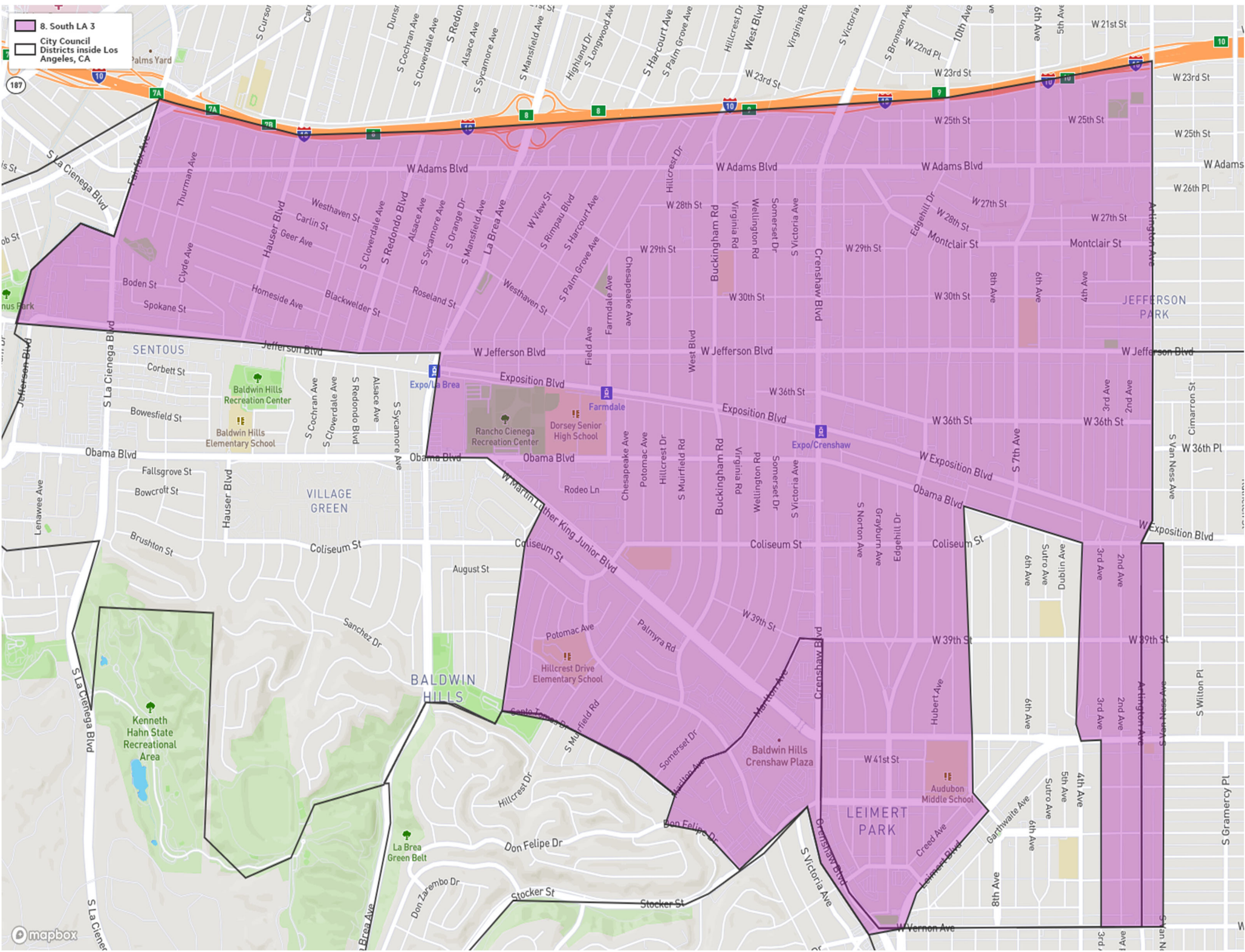




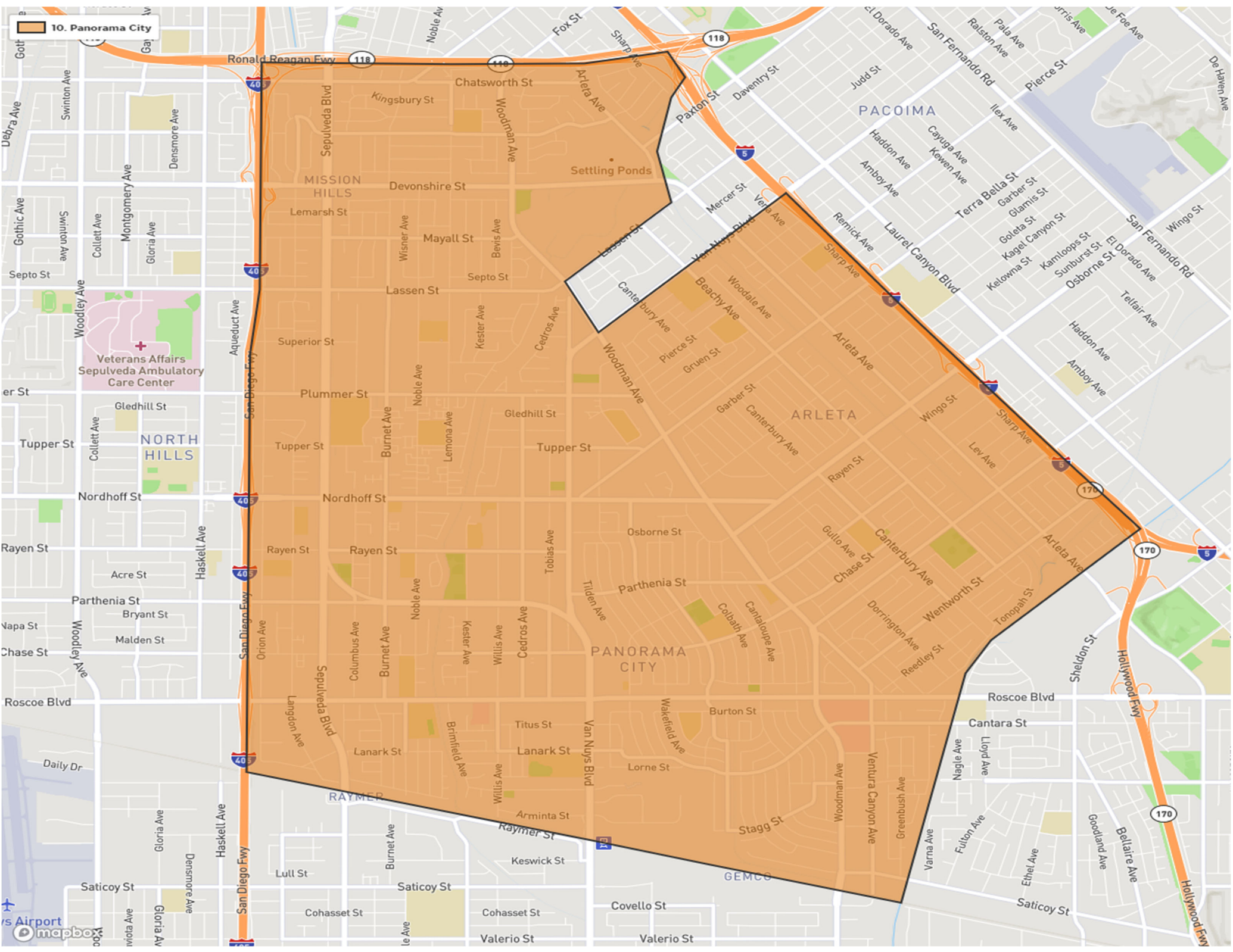
- 20. Central City
- City Council Districts inside Los Angeles, CA











**Attachment D  
FSC Contract Pro Forma**



**COMMUNITY  
INVESTMENT  
FOR FAMILIES  
DEPARTMENT**  
*Paths to Prosperity*

CITY OF LOS ANGELES  
STANDARD LANGUAGE  
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.	
Project Title:	FamilySource System Program
Primary Services Location:	5601 West Slauson Avenue, Suite 265 Culver City, CA 90230
Service Area	Service Area South LA 3
Contractor:	Jenesse Center Inc
Type of Organization:	Non-Profit
Corporate Number:	1000290
Unique Entity Identification Number:	REZ3ZSN6HBM4
Assistance Listing No. (formerly CFDA Number):	14.218 CDBG 93.569 CSBG
Federal Award Identification Number (FAIN):	B-23-MC-06-0523 2301CACOSR
Federal Award Date:	CDBG 9/25/23 CSBG 1/13/23
Research and Development Award (Yes or No):	No

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EXHIBIT A.	STANDARD CITY PROVISIONS FOR CITY CONTRACTS
EXHIBIT B.	INSURANCE REQUIREMENTS
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EXHIBIT J.	CSBG AGREEMENT
EXHIBIT K.	CONTRACT CERTIFICATION CLAUSES

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Jenesse Center Inc ("Contractor"), a California nonprofit corporation, for the provision of services related to the FamilySource Centers Program.

### **RECITALS**

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

WHEREAS the City has entered into a Grant Agreement (Agreement No 23F-4022) with the State of California, Department of Community Services and Development ("State"), pursuant to the Community Services Block Grant Act (CSBG) as described in 42 U.S.C. 9901 et seq., and 45 Code of Federal Regulation ("CFR") Part 96 and the regulations adopted or the actions taken by the State of California to implement such Act ("CSBG Agreement"); and

WHEREAS, the Community Investment for Families Department ("CIFD"), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

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

WHEREAS, the FamilySource Centers ("FSC") program that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the CIFD budget pursuant to the CDBG, CSBG, and General Funds; and

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

WHEREAS, pursuant to Los Angeles City Charter §1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 23-0467, dated 06/09/2023 and 06/20/2023), approved funding in the 48th Program Year Action Plan and authorized in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000) in Community Development Block Grant (CDBG), Community Services Block Grant (CSBG), and General Funding (GF) that authorizes the General Manager of CIFD to prepare and execute the Agreement.

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



## **1. INTRODUCTION**

### **§101 TERMS OF AGREEMENT**

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit "A" and incorporated herein by reference, and the CSBG Agreement, which is attached hereto as Exhibit "J" 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:

Abigail R. Marquez, General Manager  
Community Investment for Families Department  
1200 West 7th Street, Fourth Floor  
Los Angeles, CA 90017

With copies to:

Veronica McDonnell, Assistant General Manager  
Community Investment for Families Department  
1200 West 7th Street, Fourth Floor  
Los Angeles, CA 90017

B. The Contractor, represented by:

Karen Earl, Chief Executive Officer  
Jenesse Center Inc  
P.O Box 8476  
Los Angeles, CA, 90008  
[kearl@jenesse.org](mailto:kearl@jenesse.org)

### **§103 SERVICE OF NOTICES**

- A. The City's representative as stated above is the party authorized to provide written approvals by the City to the 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 §502 herein below.

2. If the City has approved the advancement of funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds is required. 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.
  3. A Code of Conduct that meets the requirements of §504(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 by reference. 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, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.
  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 by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.
  11. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3.
  12. Compliance and/or completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance, and the Disclosure of Border Wall Contracting Ordinance, in accordance with PSC – 33 and PSC – 44 respectively, of the Standard Provisions for City Contracts, and Los Angeles Administrative Code §10.41 *et seq.* and the Los Angeles Administrative Code §10.50, respectively.

13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.

14. Contractor Certification Clauses (CCC-307) fully executed in accordance with the CSBG Agreement and attached hereto as Exhibit "K" and incorporated herein by reference.

## **§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. 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.
- B. 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.
- C. 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 the 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.
- D. Board of Directors' meeting minutes.

## **§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 **January 1, 2024 to June 30, 2024** and any additional time as may be necessary to close out 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 Contractor, together with the collaborating agencies, shall provide a continuum of core services designed to financially empower poor, very-low, and low-income families to become self-sufficient by improving housing stability, increasing family security through the provision of asset-building programs and also to prepare low-income youth to graduate from high school and qualify for post-secondary education.

The detailed Scope of Work is attached hereto as Exhibit "G" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

## §203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. 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. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

## §204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES:

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

201 (a-q) e

202 (a-c) \_\_\_\_\_

203 (a-c) \_\_\_\_\_

204 (a) \_\_\_\_\_

205 (a) \_\_\_\_\_

206 (a-h) \_\_\_\_\_

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

1. ☒ Activities benefiting very low and low income persons under 24CFR 570.208 (a)

a. \_\_\_\_\_ Area-wide benefit project affecting \_\_\_\_\_ percent very low and low income persons as indicated in the 2010 census.

b. ☒ Limited-Clientele activities: 570.208(a)(2): A ☐; B ☒; C ☐; D ☐

c. \_\_\_\_\_ Housing activities

d. \_\_\_\_\_ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

2. \_\_\_\_\_ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. \_\_\_\_\_ Activity is located in a slum or blighted area, which has been (check one):

\_\_\_\_\_ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)

b. \_\_\_\_\_ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.

c. \_\_\_\_\_ Activity will address slum or blight in an urban renewal/ redevelopment area.

3. \_\_\_\_\_ Activities designed to meet community development needs having a particular urgency, under 24CFR 570.208 (c).

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

### **3. COMPENSATION**

#### **§301 CONTRACTOR COMPENSATION**

##### **A. Compensation**

1. The City shall pay Contractor an amount not to exceed Seven Hundred Fifty Thousand (\$750,000), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG), Community Services Block Grant (CSBG) funds, City General Funds, and shall be expended in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, 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.
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. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
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 Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
6. 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.

##### **B. Funding of Agreement**

Funding for the Scope of Work and Budget is subject to the continuing availability of federal, state, and/or local 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 Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
  3. Contractors not on an advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
  4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
- D. Stand-In Costs: Contractor shall identify, document, and account for stand in costs in accordance with the Department's guidelines.
- E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs: For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the approval letter from the cognizant agency. The Contractor may elect to use the 10 percent de minimis rate, if the Agency does not have an approved indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR §200.414(f)
- G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by the Contractor shall not be reimbursed through this Agreement.
- K. Travel: 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.
- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

#### **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 thirty (30) 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 Part 200, and as 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. The following costs, among others, are specifically disallowed:
  - 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 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 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 the 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, the 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 forty-five (45) 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 forty-five (45) 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 forty-five (45) days following the termination or completion of this



Agreement. Failure by Contractor to comply with the 45-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 45 days shall not be paid by the City.

#### **§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 should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

#### **§501 AMERICANS WITH DISABILITIES ACT**

In implementing this Agreement, Contractor represents and certifies that it will:

- A. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
- B. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
- C. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

#### **§502 INSURANCE**

##### **A. General Conditions**

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 05/18) document, 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 the 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_proof_of_Insurance.pdf).

#### B. Modification of Coverage

City reserves the right at any time during the Term to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

#### C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by the 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.

### §503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the

Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief. The 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. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.
- C. Any subcontract entered into by the 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, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and 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 Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.
- E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

#### **§504 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 LAHD Directive Number FY 12-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. 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.
3. 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.

4. 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.

5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. 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.
7. 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).
8. 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.
9. 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.
10. 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.
11. 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.

12. 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."
13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

## **§505 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. OMB Circulars**

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**

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; 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. Records Inspection**

- a. At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State, through any authorized representative, 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. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

## 5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

## 6. Civil Rights

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

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§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 Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.
- n. 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. (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, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award 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 §8102, 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, which provisions supersede the OMB Circulars.



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 non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Grant Agreement:

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

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.
2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including 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.
3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
4. Federal Acquisition Regulation, 48 CFR, Part 31.
5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
6. The grant agreement between the City and the State of California Department of Community Services and Development including its general terms and conditions which are hereby incorporated by reference.
7. The Community Services Block Grant Act, 42 U.S.C. §9901 *et seq.*, and 45 Code of Federal Regulations (CFR) Part 96.
8. The California Community Services Block Grant Program, Government Code §12725 *et seq.*, and Title 22, California Code of Regulations (CCR), §100601 *et seq.*
9. Sweat-free Code of Conduct:

All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

10. State Nondiscrimination Clause:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable

accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

11. Traveling Expenses:

Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

12. National Labor Relations Board Certification:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

13. Contractors for Legal Services \$50,000.00 or more – Pro Bono Requirement:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

14. Expatriate Corporations:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

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

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

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

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing

of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

#### **§506 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.

#### **§507 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.

#### **§508 COMPLIANCE WITH CURRENT APPLICABLE SAFETY PROTOCOLS AND LAWS**

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders related to the COVID-19 pandemic to ensure the health and safety of both the Contractor's employees, any subcontractors, and the public.

#### **§509 PROHIBITION AGAINST DUPLICATION OF BENEFITS**

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

#### **§510 ZERO WASTE ORDINANCE**

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation at (213) 485-2260, [srcrd@lacity.org](mailto:srcrd@lacity.org) or <https://www.lacitysan.org>.

### **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

- 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 25<sup>th</sup> 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.
- c. FamilySource Program Data and Narrative Report – Due on or before the 15th day of the month. Contractors shall input program productivity and demographic data into the City's prescribed data system and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.

2. Closeout Report

- a. Costs reported are subject to City verification. Requests to modify the Budget shall be submitted to the City before closeout. Within 45 days following the completion of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate closeout invoice, including:
  1. Accruals of allowable expenditures within the contract term and program's budget period;
  2. Remittance for all unearned grant funds as identified in the close-out;
  3. Program General Ledgers of all billed expenditures approved in the Budget;
  4. Program Equipment inventory List.
- 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 five 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.
- 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 FILES**

Contractor shall complete and maintain on-site in each household's file the following documents, as prescribed by program requirements: 1) application for all households; 2) eligibility documents prior to, or as of, the date the applicant is enrolled in the program (see note below); 3) child support referral policy, 4) complaint resolution procedures; and for customers receiving intensive services the file must also contain 5) assessment documents; 6) customer service plan; 7) case notes; and 8) documentation of any services rendered and outcomes achieved.

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 household is registered in the program.

## **§604 EQUIPMENT RECORDS**

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

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or 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, 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; and (4) source of acquisition.

- B. 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, the 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 equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. 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.

- C. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

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

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

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

#### **§606 ACCOUNTING PRACTICES**

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
  1. In accordance with GAAP and City Directives, financial systems shall include:
    - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
    - b. Effective internal controls to safeguard assets and assure their proper use;
    - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
    - d. Source documentation 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 the 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. Documentation of expenditures, including the necessary supporting records, must be made available upon request.
- 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 the 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 of California 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 DOL, 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. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the CIFI 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 CIFI, 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 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 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.
  - 3. 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.
  - 4. Each party shall promptly return to the other party confidential information when its use ends or 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.
  - 5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. 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.
  - 6. 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 City's prescribed data system for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
- C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

## **§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN**

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

## **§614 PRESS RELEASES-PUBLIC INFORMATION**

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

## **§615 NOTICE TO CITY OF LABOR DISPUTES**

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

#### **§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD**

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

#### **§617 TECHNICAL ASSISTANCE**

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

#### **§618 PROHIBITION OF LEGAL PROCEEDINGS**

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

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

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

#### **§620 FAITH-BASED ACTIVITIES**

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

## **§621 CHILD ABUSE**

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

## **§622 CSBG AGREEMENT TERMS AND CONDITIONS**

Contractor shall, as required by the CSBG Agreement, comply with all relevant terms, conditions, and assurances contained in that Agreement which are not otherwise specifically included in this Agreement. Contractor's signature hereto shall constitute a certification of its compliance with the relevant certifications set forth in the CSBG Agreement.

## **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 "I", 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. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

### **§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 for the benefit of the community, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed prior to the execution of this Agreement but in accordance with the terms and conditions of this Agreement, such pre-execution services are hereby ratified and accepted.

### **§904 COUNTERPARTS AND ELECTRONIC 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 facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by 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-one (31) pages and eleven (11) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.



## 10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
Assistant/Deputy City Attorney

Date \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

Date: \_\_\_\_\_

Executed on \_\_\_\_\_

For: THE CITY OF LOS ANGELES

ABIGAIL R. MARQUEZ  
General Manager  
Community Investment for Families Department

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

Rosa E. Benavides  
Assistant General Manager  
Community Investment for Families Department

Executed on \_\_\_\_\_

For: **JENESSE CENTER INC**

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

**Karen Earl**  
**Chief Executive Officer**

City Tax Registration Certificate Number: **0000266366**

Internal Revenue Service ID Number: **95-3652529**

Council File Number: **XX-XXXX**; Date of Approval: **XX/XX/XXXX; XX/XX/XXXX**

Said Agreement is Number \_\_\_\_\_ of City Contracts

**EXHIBIT A**  
**STANDARD PROVISIONS FOR CITY CONTRACTS**

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.



## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

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

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

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

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

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

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

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

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

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

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

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

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

#### **PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

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

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

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

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

## **PSC-22. Data Protection**

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

## **PSC-23. Insurance**

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

## **PSC-24. Best Terms**

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



#### **PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

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

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

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

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

#### **PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

### **PSC-34. First Source Hiring Ordinance**

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

### **PSC-35. Local Business Preference Ordinance**

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

### **PSC-36. Iran Contracting Act**

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

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

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

#### **STANDARD PROVISIONS**

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

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

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

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

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

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

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

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

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
Form Gen 146 (Rev. 6/12)  
**Required Insurance and Minimum Limits**

Name: Jenesse Center Inc

Date: 05/XX/2023

Agreement/Reference: Jenesse Center FamilySource Center - P.O Box 8476 Los Angeles CA 90008

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

Limits

☒ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)** WC **Statutory**  
EL \$ 1,000,000

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

☒ **General Liability** \$ 1,000,000

☒ Products/Completed Operations ☒ Sexual Misconduct \$1,000,000  
☐ Fire Legal Liability ☐ \_\_\_\_\_

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$ 1,000,000

☐ **Professional Liability** (Errors and Omissions) \$ \_\_\_\_\_  
Discovery Period 12 Months After Completion of Work or Date of Termination.

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \$ \_\_\_\_\_

☐ All Risk Coverage ☐ Boiler and Machinery  
☐ Flood ☐ Builder's Risk  
☐ Earthquake ☐ \_\_\_\_\_

☐ **Pollution Liability** \$ \_\_\_\_\_  
☐ \_\_\_\_\_

☐ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100% of the contract price  
☐ **Crime Insurance** \$ \_\_\_\_\_

**Other:** Submitted to Maria Lopez @ CIFD

**EXHIBIT B**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

<b>NAME:</b>	Admin Division
<b>CITY AGENCY:</b>	Community Investment for Families Dept.
<b>ADDRESS:</b>	1200 W. 7 <sup>th</sup> Street, 4 <sup>th</sup> Flr Los Angeles, CA 90017
<b>EMAIL:</b>	cifd-contracts@lacity.org

**GENERAL INFORMATION**

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. 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.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Accord 25 Certificate or edit the existing Accord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and selfinsurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.



6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder's Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

**EXHIBIT C**  
**CERTIFICATION REGARDING**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

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

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

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

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

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

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

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

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

Rev. 09/17

AGREEMENT NUMBER:

Jenesse Center Inc

CONTRACTOR/BORROWER/AGENCY

Karen Earl, Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

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

AGREEMENT NUMBER \_\_\_\_\_

Jenesse Center Inc

CONTRACTOR/BORROWER/AGENCY

Karen Earl, Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT D (cont.)**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT E**  
**CERTIFICATION REGARDING LOBBYING**

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

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

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

AGREEMENT NUMBER \_\_\_\_\_

Jenesse Center Inc

CONTRACTOR/BORROWER/AGENCY

Karen Earl, Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT F**  
**MANAGEMENT REPRESENTATION**

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

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

True ☐ False ☐

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

True ☐ False ☐

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

True ☐ False ☐

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

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

True ☐ False ☐

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

True ☐ False ☐

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

True ☐ False ☐

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

True ☐ False ☐

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

True ☐ False ☐

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

True ☐ False ☐

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True ☐ False ☐

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

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

AGREEMENT NUMBER \_\_\_\_\_

Jenesse Center Inc

CONTRACTOR/BORROWER/AGENCY

Karen Earl, Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT G**  
**SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY**

**§1 GENERAL PURPOSE AND REQUIREMENTS OF STATEMENT OF WORK**

**A. Purpose**

The Statement of Work is a general description of the services to be provided by the Contractor. If the Contractor alters significantly the services described, approval must be requested in writing. The approval must be received from the City in writing before any change is implemented and may require a contract amendment.

The Contractor shall provide contractual services as set forth below, and in accordance with the FamilySource contract and budget. All work is subject to City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The scope of work shall align with the City's goal of ending child and family poverty in the City of Los Angeles by 2035 consistent with:

**1. Vision**

The FamilySource System (FSS) closes the widening economic and educational gap that exists in Los Angeles.

**2. Mission**

The mission of the FamilySource System is to move low-income City residents onto a pathway out of poverty; prepare low-income children and youth to graduate from high school and qualify for post-secondary education; provide safe, stable, and affordable housing services for those at risk of displacement; and financially empower low to moderate income City residents through asset building.

**3. "No Wrong Door" Approach**

The FamilySource Centers (FSC) serve as publicly accessible community centers offering a common menu of services, regardless of which FSC location a customer accesses, implementing a "no wrong door" policy.

**4. Two-Generation Approach**

Intensive Services will be delivered through a two-generation approach. This approach to poverty alleviation focuses on the well being of the whole household and emphasizes education, economic opportunity, and meeting basic needs to achieve greater financial stability, creating a legacy of economic security that will pass from one generation to the next.

**B. Project Description**

The Contractor, together with collaborating agencies, shall operate a FSC and provide a continuum of core services delivered through a two-generation approach that targets low-income children and parents from the same household. Services shall be provided through a prevention framework that addresses a family's crisis, stabilizes their economic security, and builds economic resilience by focusing on the three primary outcomes: (1) improved housing stability, (2) increased financial security, and (3) improved academic achievement. This approach to poverty alleviation focuses on the well-being of the whole household and emphasizes education, economic opportunity, and meeting basic needs to achieve greater financial stability, preventing new cases of homelessness, and creating a legacy of economic security that will pass from one generation to the next.



## C. FSC Contractor Responsibilities

### 1. General Responsibilities

- a. Contractor shall implement and operate the project awarded funding by the City. Contractor shall comply with applicable Federal, State, and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including current and future City Directives, information Bulletins, and any contract amendments.
- b. Manage day-to-day operations of the FSC;
- c. Maintain the FSC's facilities, including supplies and equipment;
- d. Oversee and monitor all FSC activities and subcontractors;
- e. Ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed applicable federal income guidelines for very low and low income (low- and moderate-income) persons, making them eligible for services.
- f. Safeguard and manage all funds paid to the FSC, including funds issued for payment to subcontractors;
- g. Implement a performance-based procurement system for the selection of subcontracts,, in accordance with §701; and
- h. Attend all meetings and/or training sessions, as identified by the City. The Contractor may be excused from attendance only by prior written consent of the City.

### 2. Administrative Liaison

Contractor shall designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, and training. The Administrative Liaison for this Agreement is:

Chief Executive Officer, Karen Earl P.O Box 8476 Los Angeles, CA 90008 (323) 299-9496 <a href="mailto:kearl@jenesse.org">kearl@jenesse.org</a>
<b>Hours of Operation:</b> Monday through Friday, nine (9) hours daily; Tuesday and Thursday, open to 8:00 pm; open on the first and third Saturday of the month, for a minimum of five (5) hours, and at minimum, from 9:00 am - 2:00 pm; During tax season, additional, expanded hours are required
<b>Program Facility Location:</b> 5601 West Slauson Avenue, Suite 265 Culver City, CA, 90230
<b>Service Area</b> South LA 3

The Contractor shall provide written notice to the City within ten (10) calendar days of any change in the identifying or contact information for the Administrative Liaison.

### 3. Operational Responsibilities

#### a. FSC Facility Requirements

##### i. Location

1. Contractor's primary facility shall be physically located within the City of Los Angeles. The primary facility shall be located at the location identified in the cover sheet of this Agreement. The site shall remain as herein designated unless the City approves relocation, in writing, to a new site within the FSC Service Area. Contractor shall provide the City at least 60 days advance notice of its intent to move or close the facility. Any relocation expenditures shall not be borne by the Community Investment for Families Department (CIFD), unless previously negotiated and approved by the City.
2. The primary facility must be a minimum of 5,000 square feet with both classroom and office space for confidential, case management discussions, space available for children to be supervised while parents receive services, space for an onsite computer lab with at least four (4) computers for public usage, space to co-locate City-mandated partnerships, and must be compliant with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., and all subsequent amendments. Consideration may be given to the establishment of satellite offices, if such action can be justified as serving the best interest of the program customers.
3. Contractor shall allocate office space for a Los Angeles Unified School District (LAUSD) Pupil Service and Attendance Counselor to: (1) conduct psycho-social educational assessments; (2) conduct student and parent workshops to support student academic success; and (3) provide direct access to student records to accurately track academic achievement. These services shall be jointly funded by LAUSD and CIFD.
4. **Proposed facility costs shall not exceed \$125,000** and should be significantly less to ensure that the majority of grant funds are expended on direct services to customers. Facility costs include: rent, use allowance, depreciation, facility repair and maintenance, equipment repair and maintenance (i.e. elevator), utilities, security (alarm and security guard and/or system), janitorial service and supplies, trash service, and landscaping. The 10% flexibility rule is not allowed for this line item.
5. At minimum, each FSC shall be open: (1) Monday through Friday, nine hours daily; (2) Tuesday and Thursday, open to 8:00 pm; (3) Open on the first and third Saturday of the month, for a minimum of five hours, and at minimum from 9:00 am - 2:00 pm; and (4) During tax season, additional, expanded hours are required. Any changes to the operating hours, must have prior, written approval from the City. If there are additional program sites, the specific days and hours of operation at each must be provided to City staff.
6. All facilities shall have TTY-TDD line access and be in compliance with the Americans with Disabilities Act (ADA) 42 USC §§12101 et seq. The Americans With Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325 and all subsequent regulations; the California Building Standards Code (Title 24).

##### ii. Property or Facility Leases

1. All leases of property or facilities procured to house a City Program under this agreement must contain a provision which 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 Contractor's City agreement or if Contractor abandons the lease.
2. All leases of property or facilities procured to house the FamilySource Center, or a City Program under this Agreement must contain a provision which provides that any

improvements made to the facility or property by Contractor paid for with grant funds, inures to the benefit of the City, and the City may elect, at its sole option, to remove such improvements

3. It is recommended that the Contractor, during lease negotiations, request the addition of a funding out clause 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, Lessee may terminate the lease with one hundred twenty (120) days written notice.
4. Contractor shall comply with all City, State, and Federal building codes and regulations when executing lease Agreements.
5. 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 Grant Funds.
6. Contractor shall not sublease, assign, or amend in any manner, leases paid for with Grant Funds without prior, written City approval.
7. Contractor shall invoice for only that portion of the lease cost that is allocated to City programs. The Contractor is responsible for collecting any portion of the rent due to the Contractor under sublease agreements with partners or other entities.

iii. Contractor Owned Facility - Depreciation Use Allowance

1. Reimbursement for the Contractor owned facilities shall be based upon OMB circulars A-87, A-102 and A-122.
2. Building Depreciation: Building depreciation includes the costs of buildings and capital improvements through allowances for depreciation or other equivalent costs. Where the depreciation method is followed, adequate property records must be maintained, and a generally accepted method of computing depreciation shall be used. The computation of depreciation or use allowance must be based on acquisition cost and exclude the cost of land. The computation will exclude the cost of any portion of the building and improvements either donated or otherwise borne directly or indirectly by the State or Federal Government. If actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used as the basis for the depreciation or use allowance, subject to City approval.
3. Building Use Allowance: In lieu of depreciation, a use allowance for building and improvements may be computed at an annual rate not to exceed two percent (2%) of acquisition cost.

b. Branding and Marketing

- i. Contractor shall follow all City-mandated protocols and guidelines for usage and presentation of FSC brand identity.
- ii. Contractor shall include the FSC logo, together with the City seal, CIFD logo, the Community Action Board logo, and the U.S. Department of Housing and Urban Development logo, on all marketing materials promoting FSC services.
- iii. Prominently display the FSC logo on the exterior of the FSC. The display shall be no less than 3' x 4' and must be approved by the City prior to installation.
- iv. Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this person(s) to the City and advise of any staff changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations coordinating meetings.

c. Personnel

All City-funded positions are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also, the plan for replacement of personnel. The City reserves the right to require through future City directive(s), certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

i. Key Personnel

For the purpose of this Agreement, the Executive Director/CEO/President or the equivalent position title, Project Director/Project Coordinator, Chief Financial Officer, and Supervising Case Manager needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify the City of any such change.

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement.

At minimum, Contractor shall be required to comply with the following personnel requirements:

1. Contractor shall be required to hire a minimum of one, 50% Full Time Equivalent (FTE) supervising case manager with a graduate degree from an accredited college or university in social work, psychology, or sociology.
2. Contractor shall be required to hire a minimum of two 100% FTE case managers with a bachelor's degree from an accredited college or university in social work, psychology, or sociology -OR- in the absence of a bachelor's degree, the case manager must be a high school graduate with a minimum of four years demonstrated experience providing case management services to vulnerable populations. All case managers will solely focus on case management services and shall be responsible for coordinating services with financial coaches and housing stability advisors.
3. Contractor shall be required to hire a minimum of one 100% FTE financial coach with a bachelor's degree from an accredited college or university in finance or social service field -OR- in the absence of the bachelor's degree, the financial coach must be certified as a financial coach or be a high school graduate with a minimum of four years demonstrated experience providing financial capability programs.
4. Contractor shall hire a minimum of one 100% FTE Housing Stability Advisor with a minimum of two years experience in housing related case management.
5. Contractor shall hire a minimum of four 50% FTE college corner staff members, one of which will be a lead coordinator. A minimum of two college corner staff members must be current college students or recent college graduates from within the past two years that can assist middle and high school students to navigate the path to the college process and provide core academic support in A-G courses.
6. Contractor shall hire a minimum of one 100% FTE Resource/Outreach worker with a standing minimum of two years experience in outreach and coordinating services for customers.
7. Contractor shall hire a minimum of two 100% FTE Intake workers with a minimum of two years experience providing clerical and/or eligibility support.

8. Contractor shall hire a minimum of two summer youth for up to 120 hours as part of the Hire LA's Youth program through leveraged resources. These costs can count toward the \$250,000 leverage resource requirement. This position must be paid in accordance with the HIRE LA Youth program and cannot be paid with FSC, WorkSource, YouthSource or Summer Youth Employment contract resources.

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement.

Contractor shall ensure all FSC staff paid in full or in part with FSC funding - are paid a minimum of \$22. Living wage exemptions will not be granted for the FSC program because it does not align with the FSS's vision of lifting families out of poverty.

The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City through the salary range form.

Deviation from the foregoing limitations shall require written City approval before becoming effective.

Contractor shall ensure the FSC is fully staffed. Contractor shall fill all vacancies within 90 days with experienced and trained personnel that meet FSC certification requirements. Vacancies not filled within 90 days shall be a program finding and may impact the evaluation of the FSC's administrative performance.

ii. Professional Development

1. Contractor shall actively participate in capacity building workshops and staff development workshops provided by the City.
2. Contractor shall develop and implement a tool for assessing the training needs of project-related staff from its own and all other agencies involved in the operation of this Project.
3. Contractor shall develop with input from key project personnel, implement and coordinate a plan for staff training that incorporates, at a minimum, opportunities for cross-training on strategies for sharing and integrating case management functions, program services, and the development of common procedures, forms and communication methods, and an integrated system of performance evaluation.
4. Contractor shall be required to provide 20 hours of training opportunities to each staff member working directly with customers. Training topics may include, but are not limited to, case management, trauma-informed care, motivational interviewing, writing effective case notes, problem solving skills, cultural competency, working with difficult customers, and compassion fatigue training (self care).

d. Collaboration

- i. Contractor shall collaborate with organizations, as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations, through the use of financial and/or non-financial agreements as appropriate. Contractor shall use best efforts to increase the number and quality of collaborators.
- ii. Contractor shall coordinate and integrate program activities and services, overall program operations, and management by active participation and by encouraging cooperation among all WorkSource Centers, YouthSource Centers, Mayor's Office of Gang Reduction and the Youth Development Department, and with the City as the administrative coordinator.

iii. Contractor shall enter into Subcontractor Agreements and/or Memoranda of Understanding (MOU) with on and off site collaborators in terms set forth in this Agreement. The Agreements shall contain and describe services to be provided, resource sharing, how the service and operating costs will be allocated and/or funded, methods for referral of customers, between FSCs and collaborators, duration of the memorandum, and procedures for amending it.

**iv. Contractor shall set-aside \$125,000 for a minimum of one subcontractor.**

1. The 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 and budgets 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.
2. Contractor shall, ensure prior to the execution of a Subcontractor Agreement and, also, to the release of funds to a subcontractor, that the subcontractor agency has provided proper evidence of required insurance coverage(s), naming the City of Los Angeles as additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability and workers' compensation, as required by the City.
3. Contractor shall request payment for a subcontractor agency(ies) only after the required program and fiscal documentation has been received from the agency.
4. Contractor shall utilize every resource necessary to ensure that a Customer remains engaged in prescribed service interventions and completes project-specified activities and/or demonstrates the expected outcomes.
5. Termination of Subcontractor/Collaborator Agreements

Before a Subcontractor/Collaborator is removed from the FSC collaborative because of alleged non-performance of contractual obligation(s), the Contractor shall first submit to the city substantial documentation of the Subcontractor/Collaborator's non-performance, and obtain written approval from the City to remove the partner agency. The Contractor shall submit to the City written notice of its intent to terminate the Agreement with the Subcontractor/Collaborator at minimum thirty (30) days prior to initiating any action to terminate or remove said Subcontractor/Collaborator. If approved by the City, the Subcontractor/Collaborator shall be notified in writing in accordance with § 111, Termination, Subsection A, of the pro forma Subcontractor Agreement.

Such notice shall include, but not be limited to, the reasons for termination, such as: 1) failure to fulfill contractual obligations concerning the total number of Customers served and/or the provision of Customer services as set forth in the Subcontractor Agreement; 2) persistent failure to attend regularly scheduled collaborative or consortium meetings; and 3) late submission of required programmatic and/or fiscal reports.

**e. Language Accessibility**

Contractor shall coordinate with the City and collaborative partners to ensure that English Language Learner (ELL) customers have access to FSC services, Contractor shall be required to provide meaningful language access in the threshold languages identified in Table 1. Meaningful access means that a non-English speaking customer:

- 1) Is given adequate information in their native language;
- 2) Can understand the services and benefits available;
- 3) Can receive the services for which they are eligible; and
- 4) Can communicate the relevant circumstances of their situation

Contractor shall also provide an accessible resource to interpret the needs of Customers fluent in other languages, but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. Contractor shall provide a written policy directive to the CIFD detailing its method of providing bilingual assistance to Customers.

**Table 1: Threshold Languages for FY 23-24**

<b>Tier 1</b>	<ol style="list-style-type: none"> <li>Spanish</li> <li>Korean</li> <li>Armenian</li> <li>Chinese</li> <li>Filipino/Tagalog</li> <li>Farsi (Persian)</li> </ol>	<p><b>For these languages, must:</b></p> <ul style="list-style-type: none"> <li>● Provide visible, in-person and online translation of written notice of the Customer's right to language access / services in their language.</li> <li>● Be responsive to all requests for language access.</li> <li>● Provide translation for all vital documents.</li> <li>● Ensure targeted outreach of services, programs, and events.</li> <li>● Be prepared to provide interpretation in these languages at all public events, in response to advance requests submitted.</li> <li>● Have multilingual staff available or procure vendors who can provide services in these languages.</li> <li>● Prioritize the hiring of bilingual/multilingual staff in these languages.</li> </ul>
<b>Tier 2</b>	<ol style="list-style-type: none"> <li>Russian</li> <li>Vietnamese</li> <li>Japanese</li> <li>Thai</li> </ol>	<p><b>For these languages, must:</b></p> <ul style="list-style-type: none"> <li>● Provide visible, in-person and online translated written notice of the Customer's right to language access / services in their language.</li> <li>● Be responsive to all requests for language access.</li> <li>● Have multilingual staff available or procure vendors who can provide services in these languages.</li> <li>● Prioritize the hiring of bilingual/multilingual staff in these languages.</li> </ul> <p><b>For these languages, consider:</b></p> <ul style="list-style-type: none"> <li>● Providing translation of all vital documents.</li> <li>● Ensuring targeted outreach of services, programs, and events.</li> <li>● Being prepared to provide interpretation in these languages at all public events in response to advance requests submitted.</li> </ul>
<b>Tier 3</b>	<ol style="list-style-type: none"> <li>Arabic</li> <li>Hindi</li> <li>Bengali</li> <li>Khmer/Cambodian</li> </ol>	<p><b>For these languages, must:</b></p> <ul style="list-style-type: none"> <li>● Provide visible, in-person and online translated written notice of the person's right to language access services.</li> <li>● Be responsive to all ELL requests for language access.</li> <li>● Procure vendors who can provide services in these languages.</li> </ul> <p><b>For these languages, consider:</b></p> <ul style="list-style-type: none"> <li>● Providing translation for all vital documents.</li> <li>● Ensuring targeted outreach of services, programs, and</li> </ul>

cont'd		<p>events.</p> <ul style="list-style-type: none"> <li>• Being prepared to provide interpretation in these languages at all public events in response to advance requests submitted.</li> <li>• Prioritizing the hiring of bilingual/multilingual staff in these languages.</li> </ul>
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f. Outreach

- i. Contractor shall conduct outreach and recruitment activities to target customers who reside in the City of Los Angeles, target customers who reflect the demographics of the primary geographic area to be served, have a household income at or below 80% of the Area Median Income (AMI), and primarily target parents, including grandparents or legal guardians with children enrolled in middle and high school.
- ii. Contractor shall coordinate with adjacent City contractors in providing outreach, recruitment, and services to Customers in adjacent Service Delivery Areas.

g. Eligibility

To be eligible for FSC services, customers must live in the City of Los Angeles and their household income may not exceed federal guidelines for poverty, very-low and low-income for CDBG and CSBG funds. FSCs shall be required to collect, verify, and retain documentation to support customers' eligibility, annually and made available for examination. If a household is deemed ineligible, the FSC shall provide, at minimum, a referral to another program or service provider(s).

h. Presumed Eligible Clientele

Documentation shall be obtained and kept on file for all participants that appear to fall within one of the following specified categories of clientele who are generally presumed eligible, i.e., to be "very low (low-) and low (moderate-) income persons" abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" as specified below\*, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers. Records of such documentation shall be subject to monitoring and/or audit at any time by the City of Los Angeles or the federal grantor source, the U.S. Department of Housing and Urban Development (HUD).

- i. Definition of "Severely Disabled"; persons are considered "severely disabled" if they:
  1. Use a wheelchair or another special aid for 6 months or longer;
  2. Are unable to perform one or more functional activity (seeing, hearing, having one 's speech understood, lifting and carrying, walking up a flight of stairs and walking), need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
  3. Are prevented [by their severe disability] from working at a job or doing housework;
  4. Have a selected condition, including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
  5. Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).



i. Verifying Limited Clientele Income through Self-Certification

If the person is not *presumed* to be in a low-and-moderate-income group as identified above, verifying the limited clientele's low-and-moderate-income status is required.

j. Minimum Enrollment Requirements

Annually, Contractor shall be required to enroll a minimum of 1,000 unduplicated, low-income households, comprising a minimum of 2,600 unduplicated individuals. FSCs shall primarily target parents, including grandparents or legal guardians with children enrolled in middle and/or high school. Each family member of the 1,000 unduplicated households can be enrolled into the FSC as a universal access (UA) or intensive services (IS) customer and must be enrolled prior to services being rendered.

- i. An UA customer is defined as the FSC applicant who receives one of the services listed in the FSC Menu of Services in Table 2 and all benefiting household members. A minimum of 700 unduplicated households, comprising 1,820 unduplicated individuals, are to be enrolled in and receive UA services.
- ii. An IS customer is defined as the FSC applicant and any household member receiving case management services, along with one or more additional services listed in the FSC Menu of Services in Table 2. A minimum of 300 unduplicated households, comprising at least 780 unduplicated individuals, are to be enrolled in and receive intensive case management. Up to 10% of households enrolled can be non-custodial parents, foster or emancipated youth.
- iii. FSC customers shall be re-enrolled each program year before services are provided and shall be limited to no greater than 25% of the total intensive services at any time, to ensure that the FSCs regularly outreach to and enroll new customers.
- iv. Contractor shall include the Child Support Referral Policy as part of its enrollment process. Each year the Contractor shall inform custodial parents about the availability of child support services, refer the custodial parent to the Los Angeles County Child Support Services, and have available for all clients the California Child Support Services child support intake form and application for full child support services.

k. FSC Services

Contractor shall provide all of the services identified in Table 2 at the FSC location, either directly or through a subcontractor, as indicated in Table 2, and record data in a CIFD-prescribed data system.

If Customer is referred to another service provider, Contractor shall coordinate appropriate services and provide the service provider with a copy of Customer's eligibility documents. Contractor shall maintain documentation on all Customer referrals indicating reason for referral, service provider referred to, and outcome of Customer referral.

i. UA Service

A UA service is a service that does not require the coordination of multiple services and is one type of service, such as food.

ii. IS Service

An IS service is intensive case management that includes one or more additional services focused on stabilizing housing and other basic needs, working with the household to build a more financially secure future, and supporting academic recovery from COVID-19 for greater academic achievement. Services shall be delivered through a two-generation approach that targets children and parents from the same household, and combines child and parent interventions to disrupt the cycle of poverty.

**Table 2. FSC Menu of Services**

Service	UA	IS	Provided by:
<b>Pre-assessment</b> —Contractor shall conduct a pre- assessment of all households seeking services. The pre-assessment tool will determine if a household needs Universal Access (UA) or Intensive Services (IS).	<b>X</b>	<b>X</b>	FSC
<b>Comprehensive Assessment</b> —Contractor shall conduct a comprehensive assessment for all IS households. The comprehensive assessment will expand on the information gathered in the pre-assessment to provide a broader base of knowledge needed to address the household’s specific housing, financial, and educational needs. A comprehensive educational assessment of households with school-aged children shall be conducted in coordination with the LAUSD Pupil Service Attendance Counselor.		<b>X</b>	FSC/LAUSD
<b>Customer Service Plan (CSP)</b> —Contractor shall prepare an annual CSP for all IS customers that identifies action steps to be taken to address the needs identified in the assessment together with goals and a corresponding timeline.		<b>X</b>	FSC
<p><b>Case Management</b>—Contractor shall provide case management services to help the household build a more financially secure future and support youth in achieving greater academic outcomes. Case management shall work in conjunction with financial coaching and housing stability services.</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>a) Establish a partnership between the Case Manager and the household which supports the household’s transition to stable housing, financial security, and academic achievement;</li> <li>b) Develop a Customer Service Plan (CSP) with the household that includes SMART goals (Specific, Measurable, Achievable, Relevant, and Time-bound) and an action plan that supports their path toward self-sufficiency;</li> <li>c) Conduct monthly, one-on-one follow-up meetings and update progress in Customer Service Plans after each session;</li> <li>d) Coordinate wraparound services, goals, and action plans with the Housing Stability Advisor and/or Financial Coach, as appropriate; and,</li> <li>e) Implement customer retention and engagement strategies, including but not limited to, phone calls, emails, in-person contact and mail to encourage more robust engagement with wrap-around services.</li> </ul>		<b>X</b>	FSC

Service	UA	IS	Provided by:
<p><b>Financial Coaching</b>—Contractor shall provide one-on-one financial coaching services in-person and remotely to accommodate customer needs. Services shall include, but not be limited to financial empowerment and asset building programs in savings, debt reduction, credit building, and banking. Contractor shall also arrange for the provision of curriculum-based financial literacy training and training modules that expose customers to financial concepts, terminology, and money management strategies.</p> <p>Financial coaches shall:</p> <ul style="list-style-type: none"> <li>a) Conduct a minimum of 3 individual, one-on-one coaching sessions that are a minimum of 30 minutes each and include the completion of at least one milestone or action step in each session;</li> <li>b) Create an Action Plan with each customer to ensure the customer is working toward their self-identified, financial goals;</li> <li>c) Incorporate services into the customer service plan in partnership with the case manager, including case conferences and discussions; and,</li> <li>d) Implement customer retention and engagement strategies to help customers achieve their financial goals.</li> </ul>		X	FSC
<p><b>Housing Stability Services</b>—Contractor shall provide a continuum of housing related services, targeting families at imminent risk of homelessness, including stabilizing housing through wraparound case management services, temporary financial assistance, and working with families to build a more financially secure future.</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) Conduct a comprehensive assessment of the household's current housing crisis;</li> <li>(b) Develop housing stability goals as a part of the Customer Service Plan to maintain housing, in coordination with other wraparound case management services;</li> <li>(c) Provide landlord/tenant mediation, reviewing and negotiating leases with landlords/property managers, home visits and unit inspections to ensure units meet habitability standards;</li> <li>(d) Provide relocation and housing navigation services for families who need to move into alternative housing and connection to housing services provided by community partner agencies; and,</li> </ul>		X	FSC

Service	UA	IS	Provided by:
(e) Provide housing-related case management services, including but not limited to: monthly face-to-face follow-up meetings with families, coordination of short-term financial assistance (through Contractor funds, leveraged funds, or other resources), and linkages to other housing resources.			
<p><b>Multi-Benefit Screening</b>—Contractor shall conduct multi-benefit screenings and assist customers in applying for public benefits. For public benefits such as Medi-Cal, CalFresh, and CalWORKs, Contractor is required to register with BenefitsCal, an online portal that helps customers apply for, view, and renew benefits.</p> <p>Contractor shall also conduct other types of multi-benefit screenings such as subsidized health insurance, low-cost auto insurance, Department of Motor Vehicles (DMV) services, Low-Income Fare is Easy (LIFE) program, Low-Income Home Energy Assistance Program (LIHEAP) or Low-Income Household Water Assistance Program (LIHWAP), and utility discount programs or other public and private funding sources.</p> <p>Other online application tools shall be identified and training opportunities shall be made available to the FSC staff.</p>	X	X	FSC
<p><b>Income Tax Preparation Assistance</b>—Contractor shall serve as a certified Internal Revenue Service Volunteer Income Tax Assistance (VITA) site and assist low-income tax filers with filing their taxes and accessing tax credits such as the Earned Income Tax Credit (EITC), the California EITC (CalEITC), and Young Child Tax Credit, as well as connecting customers to the FSC's Financial Empowerment and Asset Building programs, to increase household financial security.</p>	X	X	FSC or Subcontractor
<p><b>Child Watch</b>—Contractor shall provide a child watch program for children, with a 1:5 ratio and provide up to 5 hours of care in instances where such services are needed for a customer to participate in FSC appointments and/or activities.</p>		X	FSC or Subcontractor
<p><b>Pre-Employment/Employment Support Services (Adult and Youth)</b>—Contractor shall screen customers to determine if they are eligible for referral to the City's WorkSource or YouthSource Centers for job training and placement. Contractor shall provide job readiness workshops in resume building, job search, and interviewing, as well as linkages to obtain a high school diploma, HiSET or GED, when needed.</p>	X	X	FSC or Subcontractor

Service	UA	IS	Provided by:
<b>Immigration Workshops</b> —Contractor shall coordinate and provide immigration status workshops targeting traditionally hard-to-reach immigrant populations. Workshops shall include, but not be limited to: citizenship, Deferred Action for Childhood Arrivals (DACA), and general immigration services.	X	X	FSC or Subcontractor
<b>Food Program</b> —Contractor shall provide an on-site food program to address food insecurity. The Contractor shall: <ul style="list-style-type: none"> <li>a) Provide, at a minimum, weekly, emergency food distributions</li> <li>b) Screen households for CalFresh</li> </ul>	X	X	FSC
<p><b>Emergency Financial Assistance/Supportive Services</b>— Contractor shall provide emergency financial assistance and supportive services to meet the emergency and supportive needs of households. Contractor shall use a financial needs assessment to determine the amount of financial assistance provided.</p> <p><u>Emergency Financial Assistance</u> Contractor shall set aside a minimum of \$100,000 for Emergency Financial Assistance for rental assistance/arrears; utilities/utilities arrears; fees associated with rental applications and credit checks; security deposits; relocation services; children’s bed/crib, refrigerator or stove, etc. <b><i>Households must be working with a housing stability advisor or financial coach to receive emergency financial assistance.</i></b></p> <p><u>Supportive Services</u> includes diapers, baby formula, public transportation, clothing, youth school supplies, document acquisition fees, employment expenses related to gaining or keeping employment, etc. <b><i>Supportive Services may be used for UA and IS Customers</i></b></p> <p>Contractor shall be responsible for the selection of vendors, administration, payment, and documentation of costs incurred for emergency financial assistance and supportive services. Payment records must be complete and readily available for monitoring or audit reviews. Contractor shall also document in the Customer file the emergency financial assistance and supportive services provided.</p>	X	X	FSC
<b>Parent Promise</b> —The Parent Promise is a program to support a parent’s commitment to their child to offer guidance and continuous support along every step of their child’s education through college and onto career and life.	X	X	FSC/LAUSD

Service	UA	IS	Provided by:
<p>Contractor shall:</p> <ul style="list-style-type: none"> <li>a) Meet one-on-one with families to design a college plan that meets the needs of individual students.</li> <li>b) Host monthly workshops led by the LAUSD Pupil Services and Attendance Counselor and Contractor staff. Workshops shall help parents better understand their rights, roles and responsibilities to help their child succeed in school and be college ready.</li> </ul>			
<p><b>Summer Learning Program</b>—Contractor shall host one four to six week Summer Learning Program for school-aged children to support learning recovery from the pandemic and prevent summer learning loss.</p>	X		FSC or Subcontractor
<p><b>Tutoring</b>—Contractor shall provide tutoring activities for middle and high school students. Tutoring activities shall be focused on math and language arts/reading and include one-on-one instruction and/or homework assistance. Tutoring activities may also include writing activities, cognitive skill activities, and reading opportunities with the goal of increasing grade level advancement.</p>	X	X	FSC or Subcontractor
<p><b>College Corner</b>— Contractor shall establish a college corner program within the FSC facility that provides the following tools and services:</p> <p>(1) College Prep Information and Resources: the College Corner shall provide information on and serve as a resource for:</p> <ul style="list-style-type: none"> <li>a) Vocational services;</li> <li>b) Financial empowerment for Middle School and High School students;</li> <li>c) College and university admission requirements;</li> <li>d) College application preparation;</li> <li>e) The cost of tuition, fees, and living expenses;</li> <li>f) Financial aid—including applying for FAFSA;</li> <li>g) SAT/ACT preparation; and</li> <li>h) Campus tours, and other related information.</li> </ul> <p>Contractor shall provide access to fee waivers such as SAT, ACT, AP tests, and college applications. LAUSD provides up to 4 waivers for each student’s college applications.</p> <p>(2) Academic Mentoring—this service is targeted to middle and high school students and is to be provided directly by college students hired by the FSC. The primary focus of this “near peer” counseling is</p>	X	X	FSC

Service	UA	IS	Provided by:
to expose youth to college opportunities and to help them navigate the college application, financial aid, and SAT processes.			

**I. Emergency Financial Assistance/Supportive Services**

**Contractor shall set aside a minimum of \$100,000** for Emergency Financial Assistance and Supportive Services to meet the emergency and supportive needs of households. Such funds shall be allocated from the City's General Fund. 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. Contractor shall use a financial needs assessment to determine the amount of financial assistance provided. In addition, 75% of these funds shall be allocated to the Emergency Financial Assistance category expenses.

Emergency Financial Assistance includes rental assistance/arrears; utilities/utilities arrears; fees associated with rental applications and credit checks; security deposits; relocation services; children's bed/crib, refrigerator or stove, etc. ***Households must be working with a housing stability advisor or financial coach to receive emergency financial assistance.***

Supportive Services includes diapers, baby formula, public transportation, clothing, youth school supplies, document acquisition fees, employment expenses related to gaining or keeping employment, etc. ***Supportive Services may be used for UA and IS Customers***

Contractor shall be responsible for the selection of vendors, administration, payment, and documentation of costs incurred for emergency financial assistance and supportive services. Payment records must be complete and readily available for monitoring or audit reviews. Contractor shall also document in the Customer file the emergency financial assistance and supportive services provided.

**m. Minimum Standards for Program Performance**

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards in assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement, or their respective designee(s). Non-compliance with or failure in meeting contracted goals may result in sanctions, as set forth herein. All contractors shall adhere to the standards specified herein. As applicable, the City may direct that contractors awarded funding under this Program to also perform the activities described herein.

**n. Performance Measures and Customer Service Levels**

- i. Contractor shall be required to meet the minimum, quantitative performance measures identified in Table 3.
- ii. The City has established three (3) measures for the success of the FSC Program. Each FSC will be required to achieve three primary outcomes:
  1. Improved Housing Stability
  2. Increased Financial Security
  3. Improved Academic Achievement

**Table 3: FSC Program Performance Goals/Customer Service Levels**

<b>Performance Measures</b>	<b>Annual Performance Goals</b>
Minimum # of Unduplicated Universal Access <b>Households/Individuals</b>	700 Households/1,820 Individuals
Minimum # of Unduplicated Case Managed <b>Households/Individuals</b>	300 Households/780 Individuals
Total Minimum of Unduplicated <b>Households/Individuals</b> to be Served	1,000 Households/2,600 Individuals
<b>OUTCOME SUMMARY</b>	
<b>OUTCOME 1- IMPROVE HOUSING STABILITY</b>	<b>100</b>
Minimum # of Unduplicated Households,who obtain Housing Stability Indicators (Table 4- Housing Stability)	100
<b>OUTCOME 2-INCREASE FINANCIAL SECURITY</b>	<b>600</b>
Minimum # of Unduplicated Customers Achieving Employment or Public Benefits Indicators (Table 4- Employment or Public Benefits)	100
Minimum # of Unduplicated Customers Achieving, a Minimum of <b>Two</b> Financial Asset Building Indicators (Table 4- Financial Asset Building)	200
Minimum # of Unduplicated Customers completing a tax return through VITA	300
<b>OUTCOME 3-IMPROVED ACADEMIC ACHIEVEMENT</b>	<b>80</b>
Minimum # Unduplicated Youth Customers Achieving Increased Academic Achievement Indicators (Table 4-Youth Indicators)	80
Total Value of Outcome Indicators Achieved	\$1.5M

<b>Funding Information</b>
<b>January 1, 2024-June 30, 2024</b>
<b>\$750,000</b>

- iii. The outcomes for improved housing stability and increased financial security are measured through the indicators in Table 4 below. More than one indicator may be recorded for individual customers. Each outcome indicator shall have a dollar value to it so that the total value of



increased income may be calculated. The dollar value for each indicator shall be established by the City.

**Table 4: Outcome Indicators for Improved Housing Stability and Increased Financial Security**

Housing Stability Indicators		Minimum # of Customers Expected to Achieve indicators
1	Preserved Rent Stabilized Housing	1
2	Obtained Safe Temporary Shelter	1
3	Obtained Safe and Affordable Housing	5
4	Maintained Safe and Affordable Housing for 90 days	20
5	Maintained Safe and Affordable Housing for 180 days	10
6	Obtained Safe Housing	5
7	Maintained Safe Housing	1
8	Avoided Eviction	40
9	Placed in Alternate Housing	1
10	Maintained Housing - Reached negotiation with the landlord	15
11	Reduced Overcrowded Housing	1
Employment or Public Benefits Indicators		Minimum # of Customers Expected to Achieve indicators
1	Obtained employment (Up to the living wage)	100
2	Obtained employment (With a living wage or higher)	
3	Improved Employment	
4	Obtained CalWORKs	
5	Obtained CalFresh	
6	Enrolled in Utilities Discount Program	
7	Obtained WIC	
8	Obtained Low-Income Auto Insurance	
9	Obtained Other Public Benefits	
10	Obtained Post-Secondary Education Financial Aid	
11	Obtained Child Support	
12	Obtained Childcare	
13	Obtained Health Services/Insurance	
14	Secured Self-Employment	
15	Secured Right-to-Work	

Financial Asset Building Indicators		Minimum # of Customers Expected to Achieve indicators * (Minimum of Two Financial Asset Building Indicators must be met per customer)
1	Open Savings, Checking Account, 529 College Savings Plan, or Individual Retirement Arrangement (IRA)	19
2	Increased Savings	15
3	Decreased total Consumer Debt by 10%	20
4	Reduce Delinquent Accounts	20
5	Reduced Debt-to-Income Ratio	40
6	Decreased Rent-to-Income Ratio	30
7	Achieved and maintained basic needs for 90 days.	60
8	Achieved and maintained basic needs for 180 days.	30
9	Improved Credit Score	5
10	Improved Financial Well-being	150
11	Purchased a Home	1

- iv. Improved academic achievement is measured through the indicators in Table 5. More than one indicator may be tracked for individual customers.

**Table 5: Youth Outcome Indicators for Improved Academic Achievement**

Youth Outcome Indicators		Minimum # of Customers Expected to Achieve Outcomes
1	Improved School Attendance	10
2	Improved ReadingMath Levels	20
3	Completed A-G Course	3
4	Completed an Advanced Placement Course	2
5	Completed SAT or ACT	5
6	Completed Summer School or Accredited Online Program	10
7	Completed a College Course while in High School	2
8	Re-entered the school system	2
9	Maintained school enrollment for students who re-entered the school system	1
10	Completed a Structured, Seasonal	14

Youth Outcome Indicators		Minimum # of Customers Expected to Achieve Outcomes
	Program/Training Activity	
11	Graduated from High School	5
12	Entered Post-Secondary Education or Career Technical Education	3
13	Obtained post-secondary education Financial Aid	3

o. Leveraged Resources

Contractors shall identify a minimum of \$125,000 in leveraged resources in their annual budget. A leveraged resource is defined as cash or goods and services the contractor secures on behalf of the FSC program and that are of direct benefit to FSC Customers. These resources cannot be provided using funding provided through CIFD.

Leveraged resources may include, but are not limited to, Personnel that provide direct services to customers that are paid for by the County of Los Angeles, a foundation or corporate philanthropic grant or other source, physical space/facility, capped at a rate of no greater than \$1.50 per square foot, adult education or supportive services such as food, clothing, and school supplies. Any resource contributed or paid by the City may not be claimed as a leverage resource (e.g. use of a city-owned facility or the services of the LAUSD Pupil Services and Attendance Counselors).

Leveraged Resources should include any other source of funds used to support FSC program activities, aside from the Community Development Block Grant (CDBG) and Community Services Block Grant (CSBG) dollars allocated by CIFD.

p. Monitoring

i. Internal Monitoring

Contractor shall conduct quarterly, objective program and fiscal monitoring reviews of the FSC project it operates to ensure compliance with applicable federal, state and City requirements. Monitoring activities will be subject to compliance with a City Directive that will determine the frequency and topics. At minimum, Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project(s), documentation on file relating to outreach efforts, Customer intake processing, eligibility verification, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management.

ii. Subcontractor Monitoring

Contractor shall conduct one program and one fiscal monitoring review of the project activities run by its subcontractors. Monitoring activities shall be performed during month nine of the contract period, March 2024.

1. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from the City.
2. Contractor shall prepare and submit written program and fiscal monitoring reports to the Subcontractor(s). Fiscal monitoring review shall include, but not be limited to, site verification of time sheets, payroll registers, vendor invoices, canceled checks, and other documents deemed necessary to support claims for reimbursement. At a minimum, written subcontractor monitoring reports shall identify successes and/or problems, make

recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s) and follow up the implementation of corrective action(s) by conducting additional monitoring. Copies of the program and fiscal monitoring reports shall be submitted to the City and/or available for review during a program site visit fiscal audit.

3. If a fiscal review of the Subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall notify the City in writing. If a fiscal review identifies evidence of fraud and/or abuse, the Contractor shall notify the City in writing within 24 hours.
4. Contractor shall require that each Subcontractor develop and implement ongoing methods to evaluate key subcontractor personnel and obtain Customer feedback for continual improvement of project operations.

q. Complaint Procedures

- i. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or its subcontractors, and for providing a record of those logs to the City upon request.

ii. Administrative Hearing on Denial of Customer Benefits by Contractor

1. The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8624 (b) (13), as amended.
2. A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, the parties thereto shall confirm such notice in writing.

r. Performance Evaluation

- i. The performance of all FSCs shall be evaluated on an annual basis in accordance with the Certification Policy & Procedures, effective April 1, 2010. The Policy requires contractors to be successful in the following categories, in order to be eligible for continued funding:
  1. **Customer Satisfaction** – as formally measured through on-site and follow-up Customer satisfaction surveys.
  2. **Outcomes** – as measured by contractor success in meeting improved housing stability, increased financial stability, and improved educational attainment.
  3. **Flow** - as measured by the volume of customers availing of FSC services
  4. **Administrative Capability** – as measured through formal monitoring and fiscal reviews of contractor administrative and fiscal practices.

- ii. Contractor shall also be evaluated on a monthly basis against a “system” scorecard that measures the progress not only of contractor performance but the entire FSS.
- iii. Contractor also shall be evaluated in accordance with the City’s Certification Policy. The approved policy and any amendments thereto will be forwarded to the Contractor by City Directive. Noncompliance may result in sanctions, as set forth in the City’s Certification Policy and §803 of this Agreement.
- iv. CIFD shall conduct an evaluation of the Contractor’s performance. As required by Los Angeles Administrative Code Division 10, Chapter 1, Article 13, §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the qualifications of personnel the Contractor assigns to the Agreement. Contractor will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

s. Continuous Quality Improvement

As the operator of a certified FSC Contractor shall perform all duties detailed herein using the following quality standards as a foundation for continuous evaluating and improving current organizational and contractual performance:

i. Leadership Team

The senior executive staff, FSC or other, of the Contractor and the collaborative partners (not defined as legal partnerships) shall involve themselves directly in creating and sustaining values, organizational directions, performance expectations, and Customer focus. Contractor shall facilitate the continued development of the Leadership Team or some joint direction setting process among all mandatory and voluntary partners or collaborators.

ii. Strategic Planning

Contractor, in collaboration with partners, shall set strategic directions and determine key action plans for goals and objectives for the next one to three years and work toward an effective performance management system.

iii. Customer and Market Focus

Contractor, in collaboration with partners, shall determine the requirements and expectations of Customers and shall gather and use relevant data to improve the center’s performance from the viewpoint of the Customer.

iv. Information and Analysis

Contractor, through the Leadership Team and Continuous Quality Improvement Team or some other collaborative team-based process, which is inclusive of the partners, shall manage and effectively use data and information to support key processes and the center’s performance management system.

v. Human Resource Development and Management

Contractor shall build and maintain a working environment conducive to the performance excellence, full participation, and personal and organizational growth of all employees in alignment with the performance objectives of this contract.

vi. Process Management

Contractor, in collaboration with partners, shall effectively manage and improve service delivery processes, support processes and partnership processes in order to achieve better performance.

vii. Business Results

Contractor and collaborators shall internally evaluate their performance in the areas of partner performance, human resources performance, and operational performance results using product, service and process performance measures including contractual, regulatory, legal and audit requirements.

t. Authority of the City

i. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:

1. City shall conduct primary oversight and monitoring of the FSC that includes, but is not limited to, making physical inspections of the FSC facilities; interviewing the Contractor and subcontractor personnel and/or Customers; and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.
2. Upon determination by the City that it is in the best interests of the overall FSS, at its sole discretion, the City may in accordance with the provisions set forth in §§802-805 herein, upon written notice to the Contractor, take the following actions:
  - a. At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or
  - b. Assume the day-to-day operation of the FSC; and/or
  - c. Assume the rights and responsibilities of the Contractor's lease(s) and subcontract(s) entered into pursuant to this Agreement; and/or
  - d. Direct the Contractor and subcontractor staff activities at the FSC including requiring staff to attend mandatory meetings; and/or
  - e. Require the Contractor to subcontract with City-selected specialists to provide certain services; and/or
  - f. Place materials, computers, and other electronic equipment and accessories or kiosks on the premises of the FSC; and/or
  - g. Assign City staff persons or consultants to the FSC to provide direction and assistance on the operation of the program; and/or
  - h. Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or
  - i. Unilaterally reduce the contract budget, total dollar value, or services to be provided.
  - j. City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed

to meet performance measures under its prior agreement with City. (Contractor has been selected primarily based on prior performance. However, prior performance for the full contracts period immediately preceding this Agreement has not been fully evaluated.)

- k. City shall control and administer all FSC system-wide activities including contracting with Grantor agencies, other FSC Areas, and system collaborators and supervise training and interactions among system components.
  - l. City shall develop and implement the electronic infrastructure for the FSS.
  - m. City shall identify a system of financial controls for the FSS with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information Bulletins relating to said system.
  - n. City shall oversee implementation and monitoring of the FSS within existing rules, regulations, and guidelines.
  - o. City shall maintain City Management Information System (MIS) database, MIS certification training, and MIS reporting.
  - p. City shall monitor and assess Customer satisfaction and facilitate implementation of related best practices. Customer satisfaction shall include, but not be limited to, the job seeker, business, contractor, subcontractor, other contracting entities, and the City.
  - q. City shall administer and control the complaint resolution process for the FSC Program.
- u. Special Conditions
- i. Neither party shall be liable for damages or delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

## EXHIBIT H

### INVENTIONS, PATENTS AND COPYRIGHTS

#### A. Reporting Procedure for Inventions

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

#### B. Rights to Use Inventions

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

#### C. Copyright Policy

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

#### D. Rights to Data

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

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

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



## F. Ownership

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

## G. Retained Rights/License Rights

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

extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

#### H. Copyright

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

#### I. Patent Rights

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

#### J. Third-Party Intellectual Property

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

#### K. Warranties

1. Contractor represents and warrants that:
  - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
  - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
  - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
  - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
  - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

#### L. Intellectual Property Indemnity

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

#### M. Survival

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

## **EXHIBIT I**

### **SUBCONTRACT AND PROCUREMENT PROCEDURES**

#### **A. SUBCONTRACTS**

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
2. Subcontracts entered into in the performance of this Agreement shall:
  - a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
  - b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
  - c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.
4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.
5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.
6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

#### **B. PROCUREMENT PROCEDURES**

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
  - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
  - b. Responsibilities:
    - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
      - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
      - (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing <https://www.sam.gov/SAM/>. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

- (10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
- (11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
- (12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
  - i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
  - ii. Develop a standard worksheet or check-list for determining responsiveness of each proposal;

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

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

- (13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.
- (14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.
- (15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
- (16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- (17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- (18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.
- (19) Participation of Minorities, Women, Disadvantaged and Small Businesses  
  
To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.
- (20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22)The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

- (i) Obligor obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
- (ii) Procure or obtain, extend or renew a contract to procure or obtain;
- (iii) Enter into a contract (or extend or renew a contract) to procure; or
- (iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

- (1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

- (1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design

specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

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

e. Funding Restrictions for High-Risk Contracts

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



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

f. City Code of Conduct

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

g. Methods of Procurement

- (1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.
- (2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.
  - (a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.
  - (b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase    Contract and Method

\$10,001 to \$250,000	3 written bids received**
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\*\*Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over \$250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid

method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.
- (vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation

of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

- (i) All contracts must contain at a minimum the following provisions:
  - i. Specific deliverables and the basis for payment;
  - ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;
  - iii. Provisions that describe remedies for breach;
  - iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
  - v. Provisions for termination for cause and convenience;
  - vi. Access to records for audit purposes;
  - vii. Audit requirements;
  - viii. Provisions for payment and delivery;
  - ix. Provisions describing contract amendment procedures;
  - x. Provisions against assignment;
  - xi. Provisions for equal opportunity and non-discrimination;
  - xii. Provisions prohibiting conflicts of interest.

(g) Competition

- (1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (ii) Requiring unnecessary experience and excessive bonding;
  - (iii) Noncompetitive pricing practices between firms or between affiliated companies;
  - (iv) Noncompetitive contracts to consultants that are on retainer contracts;
  - (v) Organizational conflicts of interest;
  - (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (vii) Any arbitrary action in the procurement process.
- (2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
  - (iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

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

**EXHIBIT J**  
**CSBG AGREEMENT**

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## SUBVENTION AGREEMENT

### PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2023 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on the face sheet of this Agreement, Form STD 213 (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

### ARTICLE 1 – SCOPE OF WORK

#### 1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is 100 percent financed through the United States Department of Health and Human Services (HHS).

#### 1.2 Agreement Term

- 1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a period of performance from January 1, 2023 through December 31, 2023, and an extension period of January 1, 2024 through May 31, 2024.
- 1.2.2 *Period of Performance.* The period of performance of this Agreement shall be from January 1, 2023 through December 31, 2023. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the period of performance.
- 1.2.3 *Extension Period.* The extension period provided by this Agreement is available upon approval by CSD from January 1, 2024 through May 31, 2024 to those contractors who will not fully expend 100 percent of the Agreement amount by the end of the performance period. Requests for extensions must follow Article 3.1.3 of this Agreement and be received by CSD no later than November 16, 2023.

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### 1.3 Agreement Amount

The maximum amount of this Agreement shall be as specified on the face sheet (STD 213) and is subject to adjustment(s), in accordance with the following terms:

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS or the contract shall be closed on that basis without need for amendment pursuant to Articles 2.3.1.2 and 2.3.2.2.
- 1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

### 1.4 Service Area

The services shall be performed in the Contractor's service area as indicated on CSD's Public Website at <https://www.csd.ca.gov>.

### 1.5 Legal Authorities – Program Requirements, Standards, and Guidance

- 1.5.1 All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
  - 1.5.1.1 The Community Services Block Grant Act, as amended, 42 USC § 9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;

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- 1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Cal. Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601-100795;
  - 1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;
  - 1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, California Department of Technology; and
  - 1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, “General Terms and Conditions, GTC 04/2017”. The provisions in their entirety, can be reviewed and downloaded at the [Department of General Services](https://www.dgs.ca.gov/) website at <https://www.dgs.ca.gov/>.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor’s eligibility to receive CSBG funds, provided:
- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” or “CSD Program Advisory (CPA) No. XX-XX”;
  - 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
  - 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;

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- 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
- 1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
- 1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and
- 1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

## ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

### 2.1 Required Documents

- 2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at [BNCS@csd.ca.gov](mailto:BNCS@csd.ca.gov) within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies:
- 2.1.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);
- 2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
- 2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

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- 2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and
- 2.1.1.5 Board Resolution authorizing execution of this Agreement.
- 2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. The following documents shall be returned to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies, and shall each be subject to approval by CSD in form and substance:
  - 2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);
  - 2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);
  - 2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
  - 2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
  - 2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);
  - 2.1.2.6 CSBG Annual Report Work Plan (CSD 641);
  - 2.1.2.7 CSBG Annual Report Projections (CSD 641A and or CSD 641B);
  - 2.1.2.8 Agency Staff and Board Roster (CSD 188);
  - 2.1.2.9 Board Meeting Schedule; and
  - 2.1.2.10 Updated Organizational Bylaws (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2023 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal at <https://agencies.csd.ca.gov/> until such time as a subsequent agreement or amendment is executed by the parties.

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- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

### 2.2 Contractor's Option of Termination

- 2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:
- 2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.
- 2.2.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- 2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.2.3 Contractor shall, within 60 calendar days of termination, close out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.
- 2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

### 2.3 Budget Contingencies

- 2.3.1 *State Budget Contingency.*
- 2.3.1.1 It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall

## SUBVENTION AGREEMENT

have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.1.3 Pursuant to Cal. Gov. Code §12785, up to 3.5 percent of the discretionary funds is allocated to restore funding to the prior year's funding level for CSBG eligible entities. In the event the appropriation of the federal CSBG funds is significantly reduced, the CSBG discretionary funding may not be sufficient to restore funding to the prior year's funding level.

### 2.3.2 *Federal Budget Contingency.*

2.3.2.1 The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

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### 2.4 Miscellaneous Provisions

- 2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- 2.4.2 *Merger/Entire Agreement.* This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

To **Contractor’s** address of record; and

To **CSD** at:

California Department of Community Services and Development  
Field Operations Unit  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

## ARTICLE 3 – AGREEMENT CHANGES

### 3.1 Amendment



## SUBVENTION AGREEMENT

- 3.1.1 Formal amendments to this Agreement are required for changes to the term, amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the period of performance, then Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the period of performance or no later than November 16, 2023. Refer to Article 1.2.2 for period of performance. The CSD Form 425b shall include:
- 3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and
- 3.1.3.2 The date (January 31, February 28, March 31, April 30, or May 31, 2024) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.
- 3.1.3.3 The acknowledgement of the adjusted Closeout timeline, as stated in Article 6.2.1 of the agreement.
- 3.1.4 CSD Form 425b is located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 3.1.5 All requests for an Extension Period are subject to CSD approval.

## 3.2 Minor Modification

- 3.2.1 Any request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.
- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

## ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

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### 4.1 Board Roster, Bylaws, Resolution, and Minutes

- 4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at [CSBG.Div@csd.ca.gov](mailto:CSBG.Div@csd.ca.gov) and the Contractor's assigned Field Representative the following:
- 4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the tripartite board including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, and date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar days of such occurrence.
- 4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.
- 4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 calendar days of such occurrence.
- 4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 calendar days of such occurrence.
- 4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3 Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing

## SUBVENTION AGREEMENT

board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

- 4.1.4 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at [CSBG.Div@csd.ca.gov](mailto:CSBG.Div@csd.ca.gov) and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.
- 4.1.5 In addition to the minutes referenced in Article 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at [CSBG.Div@csd.ca.gov](mailto:CSBG.Div@csd.ca.gov) and to the Contractor's assigned Field Representative.

### **4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings**

Contractors shall make every effort to attend all trainings and quarterly CSP meetings associated with CSD.

### **4.3 Internal Control Certification**

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- 4.3.1 Segregation of duties appropriate to safeguard State assets;
- 4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;
- 4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

## SUBVENTION AGREEMENT

- 4.3.4 Practices to be followed in performance of duties and functions;
- 4.3.5 Personnel of a quality commensurate with their responsibilities; and
- 4.3.6 Effective internal review.

### 4.4 Record Retention Requirements

- 4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).
- 4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.
- 4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

### 4.5 Insurance Requirements

- 4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 4.5.3 Notices of Insurance must be submitted electronically via email to [BNCS@csd.ca.gov](mailto:BNCS@csd.ca.gov).
- 4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.
- 4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

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- 4.5.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 4.5.8 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

### 4.6 Specific Insurance Requirements

#### 4.6.1 *Self-Insurance.*

- 4.6.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 4.6.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.
- 4.6.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

#### 4.6.2 *Workers' Compensation Insurance.*

- 4.6.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

**SUBVENTION AGREEMENT****4.6.3 *Commercial or Government Crime Coverage (Fidelity Bond).***

4.6.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter “fidelity bond”) shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.6.3.2 Contractor’s fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total amount of consideration set forth under this Agreement.

4.6.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

**4.6.4 *General Liability Insurance.***

4.6.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.6.4.2 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

**4.6.5 *Vehicle Insurance.***

4.6.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

4.6.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. Driving to and from place of business is not within the scope of employment.

4.6.5.3 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

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### 4.7 System Security Requirements

Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and federal laws and regulations as may apply. The parties hereto agree to requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM). In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

### 4.8 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

### 4.9 Data Protection

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.
- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

### 4.10 Contractor Systems Security

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- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.
- 4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 4.10.3 Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

### **4.11 Trusted Behavior Expectations**

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905) and Stored Communications Act (18 USC § 2701). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the written consent of the owner.

### **4.12 Incident Reporting**

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at [ISO@csd.ca.gov](mailto:ISO@csd.ca.gov) any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

### **4.13 Audit Trail Responsibilities**

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

### **4.14 Data Sharing Responsibilities**

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD



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during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

### 4.15 Travel and Per Diem

- 4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- 4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.
- 4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

### 4.16 Codes of Conduct

- 4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

### 4.17 Conflict of Interest

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- 4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- 4.17.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 4.18 Fraud, Waste, and Abuse

- 4.18.1 Contractor shall submit a written report to CSD within 45 days of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.
- 4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

### 4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general CFR compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance

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and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

- 4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.
- 4.19.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.19.8 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

### **4.20 Use and Disposition of Vehicles and Equipment**

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4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).

4.20.1.1 Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority: (a) activities under a Federal award from CSD; then (b) activities under Federal awards from other HHS awarding agencies.

4.20.1.2 During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.

4.20.1.3 Any user fees shall be treated as “program income” to the CSBG program, as described in 45 CFR § 75.307.

4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor’s program activities, and properly allocated to the CSBG grant program. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).

4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.

4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*

4.20.3.1 If/when Contractor’s CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

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4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.

4.20.3.3 Pursuant to 45 CFR 75.307(d), (*see also* 45 CFR § 75.2 “Program Income”), sale proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

### 4.21 Subcontracts

4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.

#### 4.21.2 *Notification of Subcontract Execution.*

4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor’s knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.

4.21.2.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement

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contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).

- 4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- 4.21.4 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

## ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

### 5.1 Budget

- 5.1.1 Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: (a) completing the attached form (CSD 425.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

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- 5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- 5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, and pursuant to Cal. Gov. Code § 12781(c)(1)(D), Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) and the Low-Income Household Water Assistance Program (LIHWAP) in excess of the LIHEAP and LIHWAP contractual limitations by the Contractor's agency.

The budgets of the Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

- 5.1.3.1 A qualifying community action program is defined by Cal. Gov. Code § 12750(b) as:

A "locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem."

- 5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board of directors or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

- 5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

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5.1.5 *Budget modifications require pre-approval by CSD. No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, Justification for Contract Amendment/Modification and updated budget forms to request a budget modification.*

### 5.2 Advance Payments – Amount

- 5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.
- 5.2.2 If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
- 5.2.3 If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
- 5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

### 5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR § 75.305(b)(8), unless one or more of the following apply:
  - 5.3.1.1 Contractor receives less than \$120,000 in Federal awards per year.
  - 5.3.1.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
  - 5.3.1.3 The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- 5.3.2 Interest earned amounts up to \$500 may be retained by Contractor for administrative expenses. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services at:



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HHS Program Support Center  
P. O. Box 979132  
St. Louis, MO 63197

When returning interest, the refund should include: an explanation stating that the refund is for interest, the name of the awarding agency (CSD), and the grant number for which the interest was earned.

### **5.4 Advance Payments – Liquidation of Advance**

- 5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures at the seventh monthly reporting period of the period of performance, or when the Contractor has expended 75 percent of the maximum amount of this Agreement.
- 5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the period of performance. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance. If the original contract is granted a term extension, this does not extend the advance repayment period.
- 5.4.3 If the advance repayment is not fully paid by the end date of the original contract term, then CSD will offset any subsequent reimbursement of approved expenditures to fully repay the advance repayment.

### **5.5 Advance Payments – Lien Rights**

The State retains lien rights on all funds advanced.

### **5.6 Payments**

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S and CSD 627) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.

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- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

## ARTICLE 6 – FINANCIAL REPORTING

### 6.1 Fiscal Reports

- 6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in the Expenditure Activity Reporting System (EARS) in accordance with CPN-C-22-01, CSBG Financial Reporting Policies and Procedures, which is available online at the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 6.1.2 Contractor shall submit adjustments in accordance with CPN-C-22-01.
- 6.1.3 Contractor shall complete and submit to CSD a monthly CSBG Expenditure/Activity Report by entry in EARS on or before the 25th calendar day following the report period. This monthly submission is required regardless of the amount expended during the reporting period, even if the amount is zero.

### 6.2 Close-Out Report

- 6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close out report must be submitted for both the CSBG and Discretionary portions of the contract amount. The close out report must be submitted according to the following Period of Performance timeline:
- Period of Performance: January 1, 2023-December 31, 2023; Closeout due March 30, 2024 (90 calendar day closeout)
  - Period of Performance: January 1, 2023-March 31, 2024; Closeout due June 30, 2024 (90 calendar day closeout)
  - Period of Performance January 1, 2023-April 30, 2024; Closeout due June 30, 2024 (60 calendar day closeout)
  - Period of Performance January 1, 2023-May 31, 2024; Closeout due June 30, 2024 (30 calendar day closeout)
- 6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment

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Inventory Schedule (CSD 715D), The latest versions of the close-out forms are available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

- 6.2.3 All close-out forms must be submitted electronically via email to [CSBG.Div@csd.ca.gov](mailto:CSBG.Div@csd.ca.gov).
- 6.2.4 Final expenditures must be submitted by entry into EARS by June 25, 2024.
- 6.2.5 All adjustments must be submitted in accordance with CPN-C-22-01.
- 6.2.6 Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.
- 6.2.7 If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2024.

### 6.3 Transparency Act Reporting

- 6.3.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- 6.3.2 Pursuant to the FFATA reporting requirements (2 CFR Part 170), CSD is required to report information regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>, and return with the signed contract to ensure compliance.
- 6.3.3 CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

## ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING

### 7.1 Fair Hearing for Denial of Client Benefits by Contractor

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- 7.1.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within 20 calendar days from the denial of assistance.
- 7.1.2 Within five business days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than 30 calendar days from the receipt of the request.
- 7.1.3 The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

### 7.2 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than August 31st. Contractor shall have until January 31, 2024 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2023 Organizational Standards Assessment.

### 7.3 Programmatic Reporting

- 7.3.1 *Submission of Required Plans/Reports.* Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to [CSBG.Div@csd.ca.gov](mailto:CSBG.Div@csd.ca.gov), no later than the date specified.
- 7.3.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.
- 7.3.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2023, through December 31, 2023. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641A Module 3 Targets and or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2023 must be completed and submitted with the contract deliverables. A copy of the forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

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- 7.3.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2023, through December 31, 2023. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 1, 2024. Access to the eGov system is available at: <https://cacsdccommunitysoftwaregroup.com/CsgIdentity/Account/LogIn>.
- 7.3.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended period of performance covering the period January 1, 2023 through the extended period of performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period with the following year's annual report information.

## ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

### 8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.
- 8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

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### **8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds**

- 8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- 8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
  - 8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and
  - 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

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### 8.3 Collection of Disallowed Costs

- 8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
- 8.3.2 *Time for Response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

### 8.4 Auditing Standards

- 8.4.1 *Applicability.* The standards set forth in 2 CFR § 200.500 et seq. are hereby incorporated by reference.
- 8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

### 8.5 Audit Reports

- 8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards," December 2011 Revision, as amended, or the 2018 revision effective

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for financial audits, attestation engagements, and reviews of financial statements for periods ending on or after June 30, 2023.

- 8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.
- 8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.
- 8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the Contractor's fiscal year.
- 8.5.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

[audits@csd.ca.gov](mailto:audits@csd.ca.gov)

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within five to ten calendar days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office  
Division of Audits  
300 Capitol Mall, Fifth Floor  
Sacramento, CA 95814

## 8.6 Failure to Comply with Audit Requirements



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- 8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.375 “Remedies for Noncompliance”: (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR Part 180 and Federal awarding agency regulations at 2 CFR Part 376; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.
- 8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor’s submission, issue a final TR, no later than 30 calendar days after receipt of Contractor’s information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD’s Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

### 8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

- 8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively “Enforcement Process”) is found in the federal CSBG Act (42 USC §§ 9914-9916), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.
- 8.7.2 *Definitions.*

*Enforcement Action.* For purposes of this Article, “Enforcement Action” shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor’s inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement

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Actions may include any of the following: (a) “High-Risk” designation; (b) a determination of cost disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor’s designation as eligible entity.

*High Risk Designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

*Material Breach* means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

### 8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor’s financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an Enforcement Action.

8.7.3.2 *Notice of High-Risk Designation.* To initiate an Enforcement Action, CSD must provide Contractor with written Notice of High-Risk designation, setting forth: (a) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; (b) the corrective action(s) required; and (c) the date by which they must be taken and completed.

### 8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of

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Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

8.7.4.2 Special Conditions may include but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

8.7.4.3 Sanctions may include but are not limited to: (a) suspension of advances and/or reimbursements; and/or (b) issuance of notices to suspend operations.

8.7.4.4 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that: (a) substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

### 8.7.5 *Procedures for Review of Special Conditions and/or Sanctions.*

8.7.5.1 If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

8.7.5.3 *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

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8.7.5.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 Cal. Code Regs. § 100780.

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

8.7.5.6 Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that Article 8.7.5.3 applies.

### 8.7.6 *Enforcement Action Cost Disallowance.*

8.7.6.1 *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

8.7.6.2 Statements of Questioned Costs shall include, at minimum: (a) particular item(s) of cost questioned and the specified amount(s) by type or category of costs; (b) factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and (c) timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.7.6.3, CSD may: (a) impose sanctions as provided in article 8.7.4; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.

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- 8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
- 8.7.6.6 *Right to Dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 Cal. Code Regs. § 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, in a combined proceeding.
- 8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final, and Contractor shall be obligated to comply with the requirements of the Notice.
- 8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and (d) Contractor's financial condition and ability to pay.
- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High-Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High-Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD shall give Contractor written notice of such determination.
- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High-

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Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.

- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with review requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

## ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

### 9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

- 9.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
  - d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- 9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete

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and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

- 9.1.3 Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

### 9.2 Federal Requirements

- 9.2.1 Salary Limitation – Federal Executive Level II. None of the funds appropriated for this Act shall be used to pay the salary of an individual, through the grant or other extramural mechanism including non-federal share, at a rate in excess of Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities' organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

- 9.2.1.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

- 9.2.2 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

- 9.2.3 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment,

## SUBVENTION AGREEMENT

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at [Electronic Code of Federal Regulations \(eCFR\)](#).

### 9.3 Affirmative Action Compliance

- 9.3.1 Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- 9.3.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.1 through 60-741.47.
- 9.3.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.

### 9.4 Nondiscrimination Compliance

- 9.4.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- 9.4.2 Contractor hereby certifies compliance with the following:
  - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
  - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
  - c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
  - d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);
  - e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and
  - f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).



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### 9.5 Specific Assurances

- 9.5.1 **Smoking Prohibitions.** In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used 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 whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, 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 or facilities and used for inpatient drug and alcohol treatment. The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- 9.5.2 This Agreement incorporates by reference all provisions set forth in “Child Support Services and Referrals”, under 42 USC § 9919(b).
- 9.5.3 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
- 9.5.4 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).
- 9.5.5 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 9.5.6 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE

## SUBVENTION AGREEMENT

OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

### 9.6 Subrecipient Monitoring

Contractor must obtain a Unique Entity Identifier (UEI) assigned by the System for Award Management (SAM.gov). CSD is required to check SAM.gov to verify that Contractor and subrecipients are not debarred, suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov.). CSD is also required to conduct risk assessments of Contractor in accordance with 45 CFR § 75.352(b), and monitoring for each program, function, and activity (45 CFR § 75.342 & 45 CFR § 75.352.).

### 9.7 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide written response. Termination shall be at the sole discretion of the State.

## ARTICLE 10 – ADDENDUM B: CONTRACTOR SECURITY

Whereas the Contractor desires to enter into this Security Addendum to the Contract Agreement with CSD; now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum B of the Contract Agreement. Protection of personal data where Contractor processes personal data on behalf of CSD in connection with the performance of this Agreement, it shall:
  - a. Process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Agreement and in accordance with the documented written instructions of CSD.
  - b. Treat such personal data as confidential information of CSD.
  - c. Where such personal data is collected by Contractor, not transfer such personal data to any location outside Contractor’s agency (except to CSD).
  - d. Considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the

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foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.

- e. Co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
- f. Immediately notify CSD of any actual or suspected data breach and provide all available information.
- g. Not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
- h. Delete or at CSD's choice deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
- i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit Contractor's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
- j. General Security Controls
  - a. Information Security Training – Contractor shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
    - 1. The confidential nature of the information;
    - 2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
    - 3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
    - 4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and Contractor and may be subject to penalties, both civil and criminal.
  - b. Workstation/Laptop Encryption. All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.
  - c. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.
  - d. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
  - e. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.

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- f. **Removable Media Devices.** All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
- g. **Antivirus Software.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Security Patch Management.** To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on Contractor's risk assessment of such security patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
- i. **User IDs and Password Controls.** All users must be issued a unique username for accessing CSD CSP. Contractor's password policy must be based on information security best practices for password length, complexity, and reuse.
- j. **Data Destruction.** Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.
- k. **System Security Controls**
  - a. **System Timeout.** The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than 30 minutes of inactivity for applications, and 15 minutes of inactivity for desktops and laptops.
  - b. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
  - c. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database

## SUBVENTION AGREEMENT

logging functionality must be enabled. Audit trail data must be archived for at least one year after occurrence.

- d. Access Controls. The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- e. Transmission Encryption. All data transmissions of CSD CSP by Contractor outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.
- f. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 2. Audit Controls

- a. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

### 3. Contractor shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:

- a. Termination of this Contract Agreement
- b. Written request by CSD.
- c. The personal data is no longer being required for the performance of the Services.

### 4. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum B. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

**SUBVENTION AGREEMENT**

5. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by CSD including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by CSD and to all employees or affiliates authorized to use these assets.

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### DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

<u>Agreement:</u>	The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.
<u>Agreement Term:</u>	The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.
<u>Amendment:</u>	A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
<u>Authorized Agent:</u>	The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.
<u>Board of Directors:</u>	For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.
<u>Community Action Agency:</u>	A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.
<u>Continuing Resolution:</u>	An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

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<u>Contractor:</u>	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Extended Period of Performance:</u>	An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian Program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 USC § 9910(b)(2).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Period of Performance:</u>	Time during which Contractor is expected to complete award activities and expend approved funds.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.



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<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Subcontract:</u>	A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Total Allocation:</u>	The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

**SUBVENTION AGREEMENT****TABLE OF FORMS AND ATTACHMENTS**

Forms (to be returned with signed Agreement):

- A. CSBG Budget Series Forms (CSD 425):
  - 1. CSBG Contract Budget Summary (CSD 425.S);
  - 2. CSBG Budget Support Personnel Costs (CSD 425.1.1);
  - 3. CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
  - 4. CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
  - 5. CSBG Contract Budget Narrative (CSD 425.1.4); and

- B. CSBG Annual Report Work Plan (CSD 641).

- C. CSBG Annual Work Plan Modules 3 and 4

Annual programmatic work plan covers the proposed programmatic activities from January 1, 2023, through December 31, 2023. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets using Work Plan CSD 641-1 Module 3 Targets and or 641-2 Module 4 Targets. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2023 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/h>.

- D. Certification Regarding Lobbying/Disclosure of Lobbying Activities
- E. California Contractor Certification Clauses (CCC 04/2017)
- F. CSD Federal Accountability and Transparency Act Report (CSD 279)
- G. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

- Attachment A: 2023 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide

5.

**EXHIBIT K  
CONTRACT CERTIFICATION CLAUSES (CCC-307)  
CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<b>Contractor/Bidder Firm Name (Printed)</b> Jenesse Center Inc		<b>Federal ID Number</b> 95-3652529
<b>By (Authorized Signature)</b>		
<b>Printed Name and Title of Person Signing</b> Karen Earl, Chief Executive Officer		
<b>Date Executed</b>	<b>Executed in the County of</b> Los Angeles	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

SECOND AMENDMENT  
TO AGREEMENT NUMBER C-143928 OF CITY OF LOS ANGELES CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND

EL NIDO FAMILY CENTERS - PACOIMA

THIS SECOND AMENDMENT to Agreement Number C-143928 of City of Los Angeles contracts is made and entered into, by and between CITY OF LOS ANGELES (“City”), and El Nido Family Centers - PACOIMA, a California nonprofit corporation (“Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into an agreement for the FamilySource System Program under the Community Investment for Families Department (“CIFD”) budget, said agreement dated 8/14/2023, which together with all amendments, restatements, and modifications thereto shall hereinafter be referred to as the “Agreement;” and

WHEREAS, on October 3, 2023, the City and the Contractor entered into the First Amendment to (a) add United to House LA funds in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500); and (b) add a new Exhibit L - Scope of Work - United to House LA Program; and

WHEREAS, Section PSC-5 of Exhibit A to the Agreement provides for amendments; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement, as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX, City Council approval on XXXX XX 2023 and Mayor approval on XXXX XX 2023), which authorizes the General Manager of the Community Investment for Families Department, to prepare and execute an amendment to the Agreement for the purposes of: a) adding the FY 2023-24 City Budget in the amount of Two Hundred Thirty Thousand Five Hundred Dollars (\$230,000) for the emergency food program, for a new total contract compensation amount of One Million Seven Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,762,500); b) amending Exhibit G - Scope of Work to include the Emergency Food Program; and c) making such other changes as may be required in connection with the foregoing, as detailed elsewhere in this amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended as follows:

## SECOND AMENDMENT

- §1. Amend Section 301, “Contractor Compensation,” paragraph “A,” subparagraph “1,” by deleting the compensation amount of “One Million Five Hundred Thirty-Two Thousand Five Hundred Dollars (\$1,532,500),” and replacing it with the new total of “One Million Seven Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,762,500).”

This amendment adds Two Hundred Thirty Thousand Five Hundred Dollars (\$230,000).

- §2. Amend Exhibit G, Section 1, “General Purpose and Requirements of Statement of Work,” paragraph “C,” “FSC Contractor Responsibilities,” subparagraph “1,” “General Responsibilities,” by adding a new sub subparagraph “i,” as follows:

“i. Contractor shall set aside \$230,000 to operate an emergency food program and shall subcontract with North Valley Caring Services to deliver food in communities within the North San Fernando Valley. Such funds shall be allocated from the City’s General Fund. Contractor shall provide food for XXX individuals/households per week during the contract period.”

- §3. Amend to add Section 510, “Zero Waste Ordinance”, to read as follows:

**“ §510 Zero Waste Ordinance**

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision.”

- §4. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §5. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages, which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM: Executed on \_\_\_\_\_

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
Deputy City Attorney

Abigail R. Marquez,  
General Manager  
Community Investment for Families  
Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rosa E. Benavides  
Assistant General Manager  
Community Investment for Families  
Department

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Executed on \_\_\_\_\_

For: EL NIDO FAMILY CENTERS - PACOIMA

By: \_\_\_\_\_  
Liz Herrera  
Executive Director

City Business License Number: 0000280762

Internal Revenue Service Number: 95-3186429

Council File Number: XX-XXXX

Dates of Approval: XX/XX/2023 (Council); XX/XX/2023 (Mayor)

Said Agreement is Number C-143930 of City Contracts, Amendment 2