

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: May 20, 2021

CAO File No. 0220-00540-1545

Council File No. 18-0968-S2

Council District: Citywide

To: The Mayor
The Council

From: *Ylenda Chavez*
for Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Housing and Community Investment Department transmittal dated May 4, 2021; Received by the City Administrative Officer on May 10, 2021; Additional Information Received through May 20, 2021

Subject: **REQUEST FOR APPROVAL OF FUNDING RECOMMENDATIONS FOR THE HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS (HOPWA) PROGRAM REQUEST FOR PROPOSALS AND AUTHORITY TO EXECUTE CONTRACTS**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Housing and Community Investment Department (HCID), or designee, to:
 - a. Execute agreements with the contractors listed in Table One of this report to administer the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program with compensation amounts not to exceed the amounts listed for each contractor and a contract term of one year from July 1, 2021 through June 30, 2022, with an option to extend for two additional one-year terms, in substantial conformance with the draft Agreements attached to this report, subject to the approval of the City Attorney as to form and legality, and compliance with the City's contracting requirements and federal requirements;
 - b. Execute sole source agreements with the four housing authorities listed in Table Two of this report to provide tenant-based rental assistance (TBRA) under the HOPWA Program with compensation amounts not to exceed the amounts listed for each contractor and a contract term of one year from July 1, 2021 through June 30, 2022, with an option to extend for two additional one-year terms, in substantial conformance with the draft TBRA Agreement attached to this report, subject to the approval of the City Attorney as to form and legality, and compliance with the City's contracting requirements and federal requirements;

- c. Execute a First Amendment to Contract No. C-138232 with the Alliance for Housing and Healing for the continued provision of short term rent, mortgage, and utility assistance services under the HOPWA program, to extend the term of the agreement by 12 months for a new end date of September 30, 2022, in substantial conformance with the draft First Amendment attached to this report, subject to the approval of the City Attorney as to form and legality, and compliance with the City's contracting requirements and federal requirements; and,
2. Require that HCID complete the following actions prior to execution of the proposed HOPWA TBRA agreements: 1) complete the Charter Section 1022 Determination process; 2) ensure contract compliance documentation are submitted and, if applicable, uploaded onto the Business Assistance Virtual Network (BAVN); and, 3) coordinate with the Department of Public Works Bureau of Contract Administration for the verification of submitted compliance documentation or for confirmation of exemption from the required documentation.

SUMMARY

The Housing and Community Investment Department (HCID) requests authority to execute 16 new agreements with eight nonprofit agencies, four housing authorities, and one fiscal monitor to administer the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program. The HCID also requests authority to execute a First Amendment to Contract No. C-138232 with the Alliance for Housing and Healing for the continued provision of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Short Term Rent, Mortgage, and Utility (STRMU) assistance. The proposed 16 new agreements would have a one-year term from July 1, 2021 through June 30, 2022, with an option to extend for two additional one-year terms, and compensation amounts not to exceed the amounts listed in the tables of this report for each contractor. Subsequent to the release of its transmittal dated May 4, 2021 (Report), the HCID clarified that 12 out of the 16 new agreements are contractors selected through the HOPWA Request for Proposals (RFP) process, while the remaining four agreements with the housing authorities for the provision of tenant-based rental assistance (TBRA) are sole source agreement requests discussed further in this report. The HCID also provided draft Agreements and a draft First Amendment, which are attached to this report for the Mayor and Council's consideration. Funding for the proposed new agreements will cumulatively total \$22,459,077 and will be provided by the HOPWA entitlement grant included in the Program Year 47 Consolidated Plan, which is pending the Mayor and Council's consideration and approval (C.F. 20-1433).

On September 28, 2020, the HCID released a RFP to solicit responses from interested organizations to provide HOPWA services in the following five categories: 1) HOPWA Regional Office; 2) Scattered-Site Master Leasing; 3) Resident Service Coordination; 4) Housing Information and Referral; and, 5) Fiscal Monitoring. A total of 13 proposals were received in response to the RFP and HCID is recommending funding for 12 respondents based on the evaluation of their proposals. No appeals were submitted in response to this RFP. Additional information regarding the RFP process and the HOPWA services can be found in the HCID's Report. The HOPWA RFP recommendations are listed below:

Table 1: HOPWA Request For Proposals Results

Service Category	Contractor	Contract
HOPWA Regional Office Service Planning Area (SPA) 1 and 2	Tarzana Treatment Center	\$2,100,000
HOPWA Regional Office SPA 3 and 7	Foothill AIDS Project	2,100,000
HOPWA Regional Office SPA 4 (Metro Downtown and Metro East)	JWCH Institute, Inc.	2,100,000
HOPWA Regional Office SPA 4 (Metro West and West Los Angeles) and SPA 5	Alliance for Housing and Healing	2,567,643
HOPWA Regional Office SPA 6	APLA Health	2,100,000
HOPWA Regional Offices SPA 8	Alliance for Housing and Healing	1,632,357
Scattered-Site Master Leasing	Alliance for Housing and Healing	800,000
Scattered-Site Master Leasing	Project New Hope	499,835
Scattered-Site Master Leasing	Volunteers of America Los Angeles	407,661
Resident Service Coordination	Alliance for Housing and Healing	1,253,250
Housing Information and Referral	PAWS/LA	800,000
Fiscal Monitoring Services	KNL Support Services	90,000
	Total	\$16,450,746

Pursuant to Charter Section 1022, the Personnel Department determined that City employees do not have the necessary qualifications to perform the work for the following HOPWA service categories: 1) HOPWA Regional Office; 2) Scattered-Site Master Leasing; 3) Residence Service Coordination; and, 4) Housing Information and Referral. The Personnel determined that City employees do have the necessary qualifications to perform the HOPWA Fiscal Monitoring services. This Office determined that it is more feasible to contract for the HOPWA Fiscal Monitoring services because the services are intermittent in nature, exceed staffing availability, and additional staff cannot be deployed or trained in a timely manner.

Sole Source TBRA Agreements and STRMU Amendment

The HCID also requests authority to execute sole source agreements with the housing authorities listed below to implement the TBRA component of the HOPWA Program. The HCID reports and the Office of the City Attorney concurs that the sole source request is justified because the housing authorities have a unique ability to offer continued rental assistance services to new clients under the TBRA and transition eligible clients to the Housing Choice Voucher Section 8 program, as required by the TBRA program. The TBRA recommendations are listed below:

Table 2: Tenant-Based Rental Assistance Services

Proposed Contractor	Contract Amount
City of Pasadena	\$280,670
Housing Authority of the City of Los Angeles	3,746,736
Housing Authority of the City of Long Beach	1,350,000
Los Angeles County Development Authority	630,925
Total	\$6,008,331

The HCID indicates that the Charter 1022 Determination process for the TBRA agreements is pending the finalization of the scope of work for the Personnel Department's review. In addition, the HCID has submitted an exemption request to the Department of Public Works Bureau of Contract Administration from the submission of compliance documents, including those required for submission through the Los Angeles Business Assistance Virtual Network (BAVN), because the proposed contractors are all public entities. Prior to contract execution, HCID should ensure that the: 1) Charter Section 1022 Determination process is complete; 2) contract compliance documentation is collected, and if applicable, submitted through BAVN; and, 3) documents submitted through BAVN are verified by the Department of Public Works Bureau of Contract Administration, or an exemption is granted for specific documentation.

Lastly, the HCID requests authority to execute a First Amendment to Contract No. C-138232 with the Alliance for Housing and Healing (Alliance) for the continued provision of the CARES Act STRMU assistance under the HOPWA program. The Mayor and Council authorized the HCID to execute a sole source agreement with Alliance on November 16, 2020 to provide STRMU assistance to HOPWA clients impacted by the COVID-19 pandemic with a compensation amount of \$2,710,246 and an agreement term of one-year from October 1, 2020 through September 31, 2021. The HCID indicates that the time extension is needed to maximize the HOPWA CARES Act funds and continue assisting clients without a break in services. Pursuant to Charter Section 1022, the Personnel Department determined that City employees do not have the necessary qualifications to perform the STRMU services.

This Office concurs with the Department's recommendations as amended to include: 1) the draft Agreements and draft First Amendment and 2) specific City contracting requirements that should be met prior to execution of the proposed HOPWA TBRA Agreements.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Funding for the proposed new agreements will be provided by the Housing Opportunities for Persons with HIV/AIDS (HOPWA) entitlement grant included in the Program Year 47 Consolidated Plan.

FINANCIAL POLICIES STATEMENT

The recommendations in this report are in compliance with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for this purpose according to the City's Standard Provisions.

RHL:MOF:02210186c

Attachments

CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Regional Office

Contractor: Legal name of Contractor

Type of Organization: Type of Corporation

State Corporate No.: #####

D-U-N-S® Number: #####

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION	2
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Conditions Precedent to Execution of This Agreement	3
2. TERM AND SERVICES TO BE PROVIDED	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor	4
§203. HOPWA Regional Office.....	12
§204. Policies and Procedures.....	19
§205. Staffing.....	21
§206. Confidentiality.....	22
§207. Infection Controls.....	22
§208. Budget	22
3. PAYMENT.....	22
§301. Compensation and Method of Payment	22
§302. Payment to the Contractor.....	24
§303. Advance Payments	24
§304. Allowable and Unallowable Costs	25
§305. Return of Unexpended Funds and Close-Outs	26
§306. Validity of Financial Documentation Submissions.....	26
§307. Receipt, Use and Accountability of Other Than Budgeted Funds	27
§308. Deposit, Utilization and Commingling Funds.....	27
§309. Funding Reduction	27
§310. Acknowledgment for Submitting False Claim for Payment	27
4. STANDARD PROVISIONS.....	27
§401. Breach	28
§402. Nondiscrimination and Affirmative Action	28
§403. Equal Employment Practices	29
§404. Insurance	31
§405. Conflict of Interest	32
§406. Compliance with State and Federal Statutes and Regulations	34
§407. Federal, State and Local Taxes	43
§408. Inventions, Patents and Copyrights.....	43
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance	49

§410. Earned Income Tax Credit	50
§411. Equal Benefits Ordinance.....	50
§412. Contractor Responsibility Ordinance	51
§413. Restriction on Disclosures.....	52
§414. Warranty and Responsibility of Contractor.....	52
§415. First Source Hiring Ordinance	52
§416. COVID-19 Notification (If Applicable).....	53
§417. Compliance with Current Applicable Safety Protocols and Laws	53
§418. Prohibition Against Duplication of Benefits.....	54
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS.....	54
§501. Defaults	54
§502. Suspension.....	54
§503. Termination	55
§504. Notices of Suspension or Termination	55
§505. Amendments	55
§506. Waivers	55
6. ENTIRE AGREEMENT	56
§601. Complete Agreement.....	56
§602. Counterparts and Electronic Signatures	56
§603. Number of Pages and Attachments	56
7. SIGNATURE PAGE	57

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Program Sites and Locations
- Exhibit I Program Goals and Outcomes
- Exhibit J Los Angeles Homeless Services Authority (LAHSA) Crisis Housing Requirements

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL NAME OF THE CONTRACTOR

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and **Legal Name of the Contractor**, a **Type of Corporation**, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to coordinate HOPWA housing and supportive services (hereinafter called the Program) which was adopted by the Los Angeles City Council on **Month Day, Year**, and concurred by the Mayor on **Month Day, Year**, Council File Number **##-####**; 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 **##-####**, approved on **Month Day, Year** and **Month Day, Year**, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as **Legal Name of the Contractor**, having its principal office at:

Street Address, Suite # (if applicable)
City, State, Zip Code

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

With copies to:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

- A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.
 - 1. Contractor shall operate a HOPWA Regional Office program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
 - 2. Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
 - 3. Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor and subcontractors shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

Street Address, Suite # (if applicable)
City, State, Zip Code
Hours of Operation:

b. Program Manager or Primary Contact Person

Name & Title:
Phone:
Email:

c. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including

crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Low Income is defined as at or below 80% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.
 - c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.
2. Documentation of HIV/AIDS must include one of the following:

- a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
 4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor shall maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed Initial Assessment and Housing Plan (IAHP) and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor shall ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. (Link for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. HOPWA Regional Office

- A. Contractor shall operate a HOPWA Regional Office that will assist Persons Living with HIV/AIDS (PLWHA) who are low-income and in need of housing services, including those experiencing, or at risk of, homelessness (see HUD Definition of Homelessness). The Contractor shall provide a robust array of services to meet the needs of the target population in the regions to be served. The Contractor shall partner with other organizations or leverage other funding sources to provide needed services to clients.
- B. Housing Specialist Services

Contractor and/or subcontractor shall provide housing interventions that match clients' needs and shall be required to provide service coordination and linkages to help clients secure and maintain housing and achieve housing stability, including case management, medical services and medication management assistance, mental health and substance abuse counseling, financial/benefits counseling, life skills training, food and nutrition programs, employment training, legal assistance, child care, and other services as needed.

1. Contractor and/or subcontractor shall:

- a. Complete a HOPWA intake/assessment and individual housing plan for all clients to be enrolled, which will include, but not be limited to, determination of eligibility; develop housing plans and goals to assist clients with all aspects of housing search, including working with staff from the HOPWA Information and Referral program, emergency and permanent housing placement, assisting clients with maintaining timely rental and utility payments, and housing retention with the ultimate goal of helping clients become permanently, stably housed and progress notes and develop new goals, as needed. Caseload 1:40, depending on a client's acuity and how long they have maintained their permanent housing unit;
- b. Assist clients with applications for Short-Term Rent, Mortgage and Utility (STRMU) and Permanent Housing Placement (PHP), and other financial assistance programs;
- c. Follow the client throughout the entire Tenant-Based Rental Assistance (TBRA) process, including assisting the client with the public housing authority (Section 8) application, interviews, certificate issuance, housing search, housing placement, and move-in grant financial assistance. The Housing Specialist shall remain in contact with the client by providing monthly on-going follow-ups as well as quarterly home visits, for at least 12 months or until the client converts to a Housing Choice Voucher. Any deviation from this must be documented in case notes and written notification must be submitted HCID;
- d. Assist clients with applications for affordable/low-income housing programs, housing applications for prospective unit(s), landlord/property management negotiations, locate affordable moving companies, storage, landlord/tenant rights and responsibilities, budgeting, leases and rental agreements, interpersonal skills to interact successfully with landlord/property managers and neighbors, address

poor rental/credit histories and address this barrier during interviews with prospective landlords and act as a liaison between the landlord/property management and other referral agencies, as needed;

- e. Offer services or referrals for increasing income, including benefits counseling, employment training, job counseling, and education and vocational services;
- f. Ensure clients are linked to an HIV medical care provider or provide referral to medical care services, such as the Ryan White linkage to care program;
- g. Provide on-going monthly follow-up contact with clients for up to one (1) year or more, with more frequent intensive support for high-needs clients, based on the client's needs, including those moving into permanent housing, that do not have on-site supportive services. This will include on-site home visits, telephone calls and other methods of communication to address housing stability and to provide additional services to help the client maintain their housing. Quarterly assessment of the client's needs will help to determine the extent and frequency of the follow-up necessary;
- h. Conduct annual re-assessments of on-going clients, including annual recertification of eligibility, including collecting verifiable income documentation, progress notes identifying any setbacks on achieving goals, develop new goals with clients, connection to regular medical care, and financial stability to achieve self-sufficiency with the ultimate goal of helping clients become permanently, stably housed; and
- i. Coordinate all client interactions to services, track crisis beds, monitor progress on the client's housing plan, and evaluate effectiveness of the services, including each client encounter. Referral and program services rendered must be documented and maintained in HCID's approved client-centered electronic database for each individual client file.

C. Crisis beds

1. Contractor and/or a subcontractor shall provide access to crisis housing beds for their homeless and unstably housed clients. The Housing Specialist must work with individual clients to develop and implement housing plans with the ultimate goal of securing permanent housing. Crisis beds include emergency shelter and transitional housing. Justifications for the number of beds must be provided to demonstrate how they will meet the needs of the regions. If there are no suitable beds available for a client in a particular region, the Regional Office may secure beds using a hotel/motel voucher. Crisis housing beds will be reimbursed on a bed-night reimbursement basis only. The bed-night rate must be broken down into two parts: operating costs and supportive service costs, and the applicant must justify the rate on their budget (See Budget Narrative). Overhead costs may be factored into the bed-night rate for both operating costs and supportive service costs. If awarded, HCID reserves the right to adjust the proposed bed-night rate during the contracting process.

2. Crisis beds must follow these requirements:

- a. Contractor's Housing Specialist will be expected to keep in contact with the client in a crisis bed for a minimum of, at least twice a month or more frequently, as needed and determined by the client's needs;
- b. The time limit for emergency shelter stays is 60 days during any six-month period, and the days do not have to be consecutive (24 CFR 574.330 (a) (2)). Emergency shelters may not charge a fee to clients;
- c. HOPWA-funded transitional housing will be limited to a 12-month maximum length of stay. HOPWA regulations require transitional housing providers to charge clients rent (24 CFR 574.310d). It is the expectation that transitional housing clients create and implement a plan to increase skills and income, when possible, for increased self-sufficiency. The Client is also expected to apply for all other affordable housing programs for which they may be eligible during the transitional stay;
- d. Crisis housing providers must abide by the housing quality standards outlined in the HOPWA regulations at 24 CFR 574.310(b). Providers must also abide by the most current LAHSA Crisis Housing Requirements, **Exhibit J - Los Angeles Homeless Services Authority (LAHSA) Crisis Housing Requirements**, and must ensure that the housing facilities follow the established LAHSA crisis housing requirements; and
- e. HOPWA funds may be used for both housing operations and supportive service costs at the crisis housing programs, however, Contractor must have the administrative capacity to budget, track, and invoice for these costs independently.

3. Motel and Food Vouchers

- a. Contractor may request funds for motel and food vouchers as a form of crisis housing if the region lacks alternative emergency shelters. The Contractor shall be responsible for developing formal relationships with motel and food vendors. For each night, a motel voucher is provided, food vouchers must be provided for three (3) meals a day for each family member. It is the responsibility of the Contractor to develop formal relationships with motels and food vendors, issue vouchers to clients, monitor motel conditions and rate reasonableness, issue payments to vendors, and perform all other tasks necessary to provide this housing resource.

D. Legal Services

1. Contractor shall be required to provide legal services through a subcontract with a legal service provider(s) in the regions to be covered. Legal and advocacy services are to be provided with the goal of assisting PLWHA in obtaining and retaining permanent housing and increasing income. Services shall include assistance with tenant eviction notices, representation in tenant unlawful detainer actions or discrimination complaints, landlord/tenant issues, habitability issues; enforcement of reasonable

accommodation rights or other fair housing issues, representation in denial of Housing Choice Voucher (Section 8) or other government rental assistance, and assistance with issues involving employment, credit, medical care, health insurance, denial of public benefits and public benefits advocacy. Contractor shall be responsible for determining the level of legal services in each region.

2. The legal service provider(s) shall:

- a. Provide counsel, legal advice and assistance, representation at hearing, negotiations, mediations, and appearances in court, when necessary;
- b. Accept referrals from the Contractor, as well as refer clients for Housing Specialist services. The legal service provider may accept referrals outside of the regional office as dictated by the Contractor;
- c. Provide workshops, presentations, and informational materials to Contractor on housing rights, landlord/tenant rights, Fair Housing law, accessing benefits, public housing, or other issues relevant to PLWHA;
- d. Ensure all attorneys assigned to this program are licensed in the State of California to practice law and all staff are experienced and trained in all HOPWA program, federal, and contract requirements, landlord/tenant and fair housing law, accessibility and reasonable accommodations laws, public housing, accessing benefits and other issues as necessary to assist clients; and
- e. Coordinate all client interactions and services, monitor progress on the client's plan, and evaluate effectiveness of the services, including each client encounter. All referral and program services must be documented and maintained in HCID's approved client-centered electronic database or approved alternative tool, for each individual client file.

E. Short-Term, Rent, Mortgage, Utility (STRMU) & Permanent Housing Placement (PHP)

1. Contractor and/or subcontractor shall provide STRMU payments for households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings during a financial crisis. Eligible clients must be working with a Housing Specialist to develop a housing plan to achieve self-sufficiency. STRMU is a "needs-based" program; the amount of assistance provided to households is based on available funding, funding cap and the actual need for assistance. For more information, please see HUD's fact sheet: <https://files.hudexchange.info/resources/documents/HOPWA-STRMU-Assistance.pdf>
2. Contractor shall coordinate PHP services that provide financial assistance for move-in costs of security deposit, first month's rent, and/or utility connection costs for clients moving into permanent housing. The grant is limited to twice the amount of the new contracted rent. PHP grants can be issued once every three (3) years to eligible

households. For more information, please see HUD's fact sheet: https://www.hud.gov/sites/documents/FACTSHEET_PHP08.PDF.

3. Contractor and/or subcontractor shall:
 - a. Accept, review and process STRMU/PHP applications, verify program eligibility, housing plan to achieve self-sufficiency, and collect and verify supportive documentation, including a verifiable picture identification, living or moving within Los Angeles County, verify proof of ownership or homeowner using a services such as a property data information software, including collecting W-9s, mortgage statements or deeds, (for STRMU only) collect verifiable documentation of inability to pay rent, mortgage and/or utilities due to a HIV medically related or loss of income, rent burden to determine if STRMU/PHP is the appropriate program to meet the needs of the client, verify client's name on lease/rental agreement or mortgage statement;
 - b. For STRMU Only: Maximum Subsidy - The maximum amount of assistance is in accordance with 24 CFR Part 574. STRMU assistance is provided to eligible households for up to 21 weeks within a given 52-week period, and an established cap set by HCID for a single individual and family household in combined STRMU/PHP assistance in a contract period, whichever comes first. Upon approval by HCID, the maximum cap amount may be increased on a program-wide basis but may not be increased on an individual basis. At minimum, the annual per household amount for STRMU is the equivalent to at least one-month Fair Market Rent as established by HUD annually per unit size. STRMU may not be used for moving assistance, security and utility deposits, or first month's rent;
 - c. For PHP Only: Provide move-in costs of security deposit, first month's rent, and/or utility connection costs for clients moving into permanent housing. For client's moving into a unit under a TBRA program, the rent to income burden cannot exceed 70%. The maximum PHP grant is limited to twice the amount of the new contracted rent. PHP grants can be issued once every three years to eligible households;
 - d. Using PHP for first month's rent when the unit is also receiving an ongoing subsidy, such as TBRA, is considered to be used in conjunction with another federal funding and not allowed. A client is expected to pay their first month's rent;
 - e. Demonstrate capacity to maintain accounting records for returned security deposits that is considered program income and maintain a record of all deposits and make a good faith effort to recover program funds when a client has vacated the unit;
 - f. Lead-based paint, per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05, STRMU/PHP do not require inspections, but households must certify their housing meets all standards and requirements. If a household is residing in substandard housing, the housing plan should address issues or include a goal of moving the

household to a unit that meets all Housing Quality Standards. A Housing Quality Standards Certification form may be completed before assisting a household;

- g. Develop written policies and procedures for each program, which must be submitted to HCID for written approval with 30 days of contract execution;
- h. Contractor may impose other requirements but must be in accordance with HOPWA regulations and approved by HCID before implementation and be included in the HOPWA policies and procedures as approved by HCID;
- i. Contractor and/or subcontractor shall oversee all aspects of fiscal management to safeguard and manage all funds paid by the program including those issued for payment to subcontract and the STRMU/PHP programs, including issuing payments to property owners/managers, mortgage companies and utility companies within five working days from the receipt of the completed application, and tracking the use and amount of funding for each assisted household, verifying that client households meet the eligibility criteria of the program;
- j. Develop, STRMU/PHP applications, forms, and reporting documents. Conduct regular trainings on program guidelines, application procedures, documentation, etc. Maintain case files and a database of all clients participating in each program, that includes such information as last name, date of birth, zip code, level of assistance provided, previous use of assistance, and referring Housing Specialist by Regional Office. Track clients to ensure that the programs are accessed within the time limit parameters. Issue monthly/quarterly reports to HCID on usage of the programs. The final elements of the reports will be defined in the contract with HCID;
- k. Process and issue checks made payable to property owners, management companies, lenders, utility companies, or other vendors, on behalf of the client. Payment can never be made payable to the client, or staff under any circumstances. Payments must be made within 5-7 business days of receipt of a complete and accurate application;
- l. Coordinate with other HOPWA-funded Regional offices to ensure that clients are not receiving duplicate funding for both STRMU, PHP or from other funding sources; and
- m. Conduct outreach to HIV/AIDS and medical/mental health service providers, Coordinated Entry System (CES) and Ryan White Medical Case Coordination (MCC) teams, parolee programs, and other service organizations in the region to ensure that eligible clients are aware of the availability of financial assistance program.

F. Additional HOPWA-eligible supportive services

- 1. Food and nutrition support, benefits assistance, life skills, transportation, employment and/or vocational services may be considered for funding, based on the Proposer's

proposal and available funding as long as the ultimate goal is to help clients become permanently and stably housing. However, HOPWA funds may not be used to provide mental health care, substance abuse treatment or medical care.

2. Contractor and/or subcontractor shall:

- a. Ensure a client is enrolled with a Housing Specialist and that food and nutrition, benefits assistance, life skills, transportation, or employment and/or vocational services assist to support a housing plan with the ultimate goal of providing housing stability;
- b. The following services may be provided as a component of supportive service:
 - (1) Food and nutrition – food bank or home-delivered meals include the actual cost of food or nutritional supplements. Food cards/vouchers are unallowable costs. This provision includes hygiene items, limited to homeless clients and household cleaning supplies, limited to clients moving into permanent housing. Contractor and/or subcontractor will be required to maintain a record of services provided to clients and purchases services.
 - (2) Benefit assistance – includes benefit related services such as but not limited to benefit counseling, assist client with benefit applications, food stamps, general relief, and other services as needed.
 - (3) Life skills – provide training to include but not limited to, communication skills, budgeting and money management, maintaining and operating a home (cooking, cleaning, pay bills), and other relevant topics.
 - (4) Transportation – services provided include ride share/taxi services and metro/bus passes to increase access to health care services and housing. Contractor and/or subcontractor will be required to maintain a record of all transportation services provided to clients and purchases of ride share/taxi services and metro/bus passes.
 - (5) Employment and/or vocational services – Client-centered service and training to assist in building employment and job readiness skills, including but not limited to building resumes, job posting, interview skills, job training materials, and other services as needed.
- c. At a minimum, conduct an intake, determine and evaluate specific program eligibility, and develop program goals to address the needs, barriers, and increase independent living and income and as related to food and nutrition, benefits assistance, life skills, or transportation, or employment and/or vocational services, including frequency of services, assist clients to complete any necessary applications, and work in collaboration with the Housing Specialist to provide housing stability;

- d. Provide on-going monthly follow-up contact with clients for up to one (1) year or more, with more frequent intensive support for high-needs clients, based on the client's acuity. This may include on-site home visits, telephone calls and other methods of communication to address food and nutrition, benefits assistance, life skills, transportation, or employment and/or vocational services that support housing stability and provide additional services to help the client maintain their housing. Quarterly assessment of the client's acuity will help to determine the extent and frequency of the follow-up necessary;
- e. Conduct annual assessments of on-going clients, including annual recertification of eligibility, including collecting verifiable income documentation, progress, develop new goals with clients as necessary to achieve self-sufficiency; and
- f. Food and nutrition, benefits assistance, life skills, transportation and employment and/or vocational services will coordinate all client interactions related to the specific service, track and monitor progress on the client's plan, and evaluate effectiveness of the services, including each client encounter, referral and program service must be documented and maintained in HCID's approved client-centered electronic database for each individual client file.

§204. Policies and Procedures

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: Housing and Supportive Services. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
 1. Program location, hours, staffing, and supervision.
 2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by HCID.
 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).
 4. How clients will be evaluated by appropriately trained staff for supportive service needs.

5. IAHP requirements using the HCID approved common form.
 6. Documentation required to be in the file (e.g., IAHP, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 7. Timelines for providing services, housing location, and any other required program activities.
 8. Identification and outreach to underserved and most vulnerable populations.
 9. Staff training.
 10. Vendor solicitation, requirements, and contracting, as applicable.
 11. Referral agency MOUs as applicable.
 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD's HOPWA Grantee Oversight Resource Guide, Updated in 2010.
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.

- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that the Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **IAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.
- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.

- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, the Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Dollar Amount**

(\$###,###). The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.

B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:

1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.
3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.

- E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.
- B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

- A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.

- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.
- C. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
 9. 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.
 10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.
- D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor’s actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.

- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
 - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.

- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The 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.
- J. The 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 (1) year thereafter.
- K. The 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".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§406. Compliance with State and Federal Statutes and Regulations

- A. 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 the 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.
 - 1. Statutes and Regulations Applicable To All Grant Contracts
 - a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor

shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.
- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.
- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)

(e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

(a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and

equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower- income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).
- (b) 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.
- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation’s waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of

the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).

- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

- (a) Contractor must 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.

- (b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (19) 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 Particular Grant

1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply

to the performance of this Agreement. These requirements include, but are not limited to:

- a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
- b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

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 C.F.R. §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.
 - (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor’s reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 24 C.F.R. §200.474. Contractor’s total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.
6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, It 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.
- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor

shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.

- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO, §10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.
- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits

Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”

- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor’s fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within

thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.
- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;

2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.
- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The “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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **Number (##)** pages, and **Number (##)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

For:

Date: _____

By: _____
Name:
Title:

(Contractor's Corporate Seal)

By: _____
Name:
Title:

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: XXXXXXXXXXXX

City Business License Number: XXXXXXXXXXXX

Internal Revenue Service ID Number: XXXXXXXXXXXXX

Council File Numbers: #-####

Date of Approvals: Month Day, Year (Council) & Month Day, Year (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Legal Name of Contractor Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: HOPWA Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$ 1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<input type="checkbox"/>	Property Insurance	\$ _____
	(to cover replacement cost of building -as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California;
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
NOT DEFINED.**

PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
DEFINED.**

PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 28. LIVING WAGE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 30. ACCESS AND ACCOMMODATIONS... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE .. **ERROR! BOOKMARK NOT DEFINED.**

PSC – 32. BUSINESS INCLUSION PROGRAM..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 33. SLAVERY DISCLOSURE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 34. FIRST SOURCE HIRING ORDINANCE 11

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS
ERROR! BOOKMARK NOT DEFINED.

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

DRAFT

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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

DRAFT

EXHIBIT G
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:
- (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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**

**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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

DRAFT

EXHIBIT H – PROGRAM SITES AND LOCATION

DRAFT

EXHIBIT I – PROGRAM GOALS AND OUTCOMES

DRAFT

EXHIBIT J – LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA) CRISIS
HOUSING REQUIREMENTS

DRAFT

CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Scattered Site Master Leasing (SSML)

Contractor: Legal name of Contractor

Type of Organization: Type of Corporation

State Corporate No.: #####

D-U-N-S® Number: #####

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION.....	2
§101. Parties to the Agreement.....	2
§102. Representatives of the Parties and Service of Notices.....	2
§103. Conditions Precedent to Execution of This Agreement.....	3
2. TERM AND SERVICES TO BE PROVIDED.....	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor.....	4
§203. Scattered-Site Master Leasing (SSML).....	12
§204. Policies and Procedures.....	15
§205. Staffing.....	17
§206. Confidentiality.....	17
§207. Infection Controls.....	18
§208. Budget.....	18
3. PAYMENT.....	18
§301. Compensation and Method of Payment.....	18
§302. Payment to the Contractor.....	19
§303. Advance Payments.....	20
§304. Allowable and Unallowable Costs.....	20
§305. Return of Unexpended Funds and Close-Outs.....	22
§306. Validity of Financial Documentation Submissions.....	22
§307. Receipt, Use and Accountability of Other Than Budgeted Funds.....	22
§308. Deposit, Utilization and Commingling Funds.....	22
§309. Funding Reduction.....	23
§310. Acknowledgment for Submitting False Claim for Payment.....	23
4. STANDARD PROVISIONS.....	23
§401. Breach.....	23
§402. Nondiscrimination and Affirmative Action.....	23
§403. Equal Employment Practices.....	24
§404. Insurance.....	26
§405. Conflict of Interest.....	28
§406. Compliance with State and Federal Statutes and Regulations.....	30
§407. Federal, State and Local Taxes.....	38
§408. Inventions, Patents and Copyrights.....	38
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.....	45

§410. Earned Income Tax Credit	46
§411. Equal Benefits Ordinance.....	46
§412. Contractor Responsibility Ordinance	47
§413. Restriction on Disclosures.....	47
§414. Warranty and Responsibility of Contractor.....	47
§415. First Source Hiring Ordinance	48
§416. COVID-19 Notification (If Applicable).....	49
§417. Compliance with Current Applicable Safety Protocols and Laws	49
§418. Prohibition Against Duplication of Benefits	49
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS.....	50
§501. Defaults	50
§502. Suspension.....	50
§503. Termination	50
§504. Notices of Suspension or Termination	51
§505. Amendments	51
§506. Waivers	51
6. ENTIRE AGREEMENT	51
§601. Complete Agreement.....	51
§602. Counterparts and Electronic Signatures	51
§603. Number of Pages and Attachments	52
7. SIGNATURE PAGE	53

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Program Sites and Locations
- Exhibit I Program Goals and Outcomes

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL NAME OF THE CONTRACTOR

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and **Legal Name of the Contractor**, a **Type of Corporation**, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to coordinate HOPWA housing and supportive services (hereinafter called the Program) which was adopted by the Los Angeles City Council on **Month Day, Year**, and concurred by the Mayor on **Month Day, Year**, Council File Number **##-####**; 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 **##-####**, approved on **Month Day, Year** and **Month Day, Year**, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as **Legal Name of the Contractor**, having its principal office at:

Street Address, Suite # (if applicable)
City, State, Zip Code

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

With copies to:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

- A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.
 - 1. Contractor shall operate a HOPWA Scattered Site Master Leasing program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
 - 2. Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
 - 3. Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor and subcontractors shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

Street Address, Suite # (if applicable)
City, State, Zip Code
Hours of Operation:

b. Program Manager or Primary Contact Person

Name & Title:
Phone:
Email:

c. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including

crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Low Income is defined as at or below 80% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.
 - c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.

2. Documentation of HIV/AIDS must include one of the following:
 - a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor shall maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed **Initial Assessment and Housing Plan (IAHP)** and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor shall ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. (Link for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. Scattered-Site Master Leasing (SSML)

- A. Contractor shall provide master lease scattered site units of permanent housing in any community within the boundaries of the County of Los Angeles and the provision of supportive services in permanent housing.
- B. As it relates to the Master Lease Function, the Contractor shall:
 1. Locate units and negotiate master leases with private landlords, identify eligible clients and negotiate sub-leases;
 2. Ensure that the established rents for master-leased units must not exceed 100% of the Fair Market Rent (FMR) for the Los Angeles-Long Beach Statistical Metropolitan Area as determined by HUD, or the average applicable bedroom size, or comparable rent for the area, whichever is lower. Rent for master-leased units also must be comparable to rents charged by the owner for similar unassigned units. Contractor shall be responsible for determining appropriate subtenant rent amounts, associated rental subsidy levels, and ensuring housing quality standards for master-leased units. Documentation of the rent reasonableness must be kept on file for each unit/building;
 3. Ensure that any person residing in any master-leased unit pays rent, including utilities, in an amount that is the higher of:
 - a. Thirty (30%) percent of the monthly household adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses, and are described in detail in 24 C.F.R. Section 813.102); or
 - b. Ten (10%) percent of the monthly household gross income; or
 - c. If the household is receiving financial assistance from a public agency, the part of the payment specifically designated by the agency to meet the household's housing costs.
 4. Address any complaints and issues that arise that could lead to eviction. Contractor must take steps to resolve any behavioral problems, substance use issues, or other issues that threaten to destabilize the client's housing, including necessary minor repairs, safety issues, or other steps as needed. Contractor shall provide cleaning, painting, and light repair services to housing unit when there is a change in sub-lessee, as needed; and
 5. Ensure that the rental units meet the applicable housing quality standards outlined in 24 C.F.R. Sec. 574.310(b), also known as the HOPWA Habitability Standards and the Los Angeles Housing Code prior to move-in and annually thereafter. Contractor shall ensure all units meet the Lead-based paint, per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05 standard. If a household is found residing in substandard housing, the housing plan should address issues or include a goal of moving the household to a unit that meets all Housing Quality Standards. A Housing Quality Standards Certification form must be included in each client's file.

C. As it relates to the Supportive Services in Housing Function, the Contractor shall:

1. Provide services to PLWHA who reside in affordable SSML units that include housing interventions that match clients' needs, and service coordination and linkages to help clients maintain housing and achieve housing stability, including case management, medical services and medication management assistance, mental health and substance use counseling, financial/benefits counseling, life skills training, food and nutrition programs, employment training, legal assistance, child care, and other services as needed;
2. Provide services, at a minimum, during regular business hours, at the housing site(s) or at another location easily accessible to the clients. Contractor shall also ensure access to after-hours supportive services, provide new resident orientation, introduction to their new neighborhood and local services, and other necessary assistance to help them adjust to their new housing;
3. Complete a HOPWA **intake/assessment and individual housing plan**, develop housing retention plan and goals for all new eligible and on-going clients, provide linkage/referrals and track necessary services such as but not limited to benefits counseling, mental health counseling, and substance abuse programs; assist clients with maintaining timely rental and utility payments, medical care, financial management and budgeting, food and nutrition, life skills and ensure clients are linked to an HIV medical care provider or provide referral(s) to medical care services, such as the Ryan White linkage to care program. Contractor must demonstrate how the services provided assist the tenants to retain their affordable housing and become self-sufficient. Caseload up to 1:20 depending on client need and long-term, stable tenants requiring less frequent meetings;
4. Provide information and training to clients on landlord/tenant rights and responsibilities, budgeting, interpersonal skills to interact successfully with landlord/property managers and neighbors, address poor rental/credit histories, and other relevant topics;
5. Coordinate and manage monthly tenant/resident meetings on topics, including but not limited to landlord/tenant rights and responsibilities, HIV/AIDS medical updates, neighborhood amenities, building and management issues, as well as social and recreational activities and encourage client participation. Meetings will be held on-site or at a convenient location for clients to attend. A record of each meeting is required and must include date, location, topic, staff attendance, guest speakers, sign-in sheets for residents and any handouts or flyers. Resident meetings and other coordinated activities will be provided according to **Exhibit I – Goals and Outcomes **I or new exhibit?**;**
6. Manage any tenant/landlord issues, address any complaints and issues that arise that could lead to eviction, attempt to resolve any behavioral problems, substance use issues, or other issues that threaten to destabilize the client's housing, including necessary minor repairs, safety issues, or any other issues that arise;

7. Offer services or referrals for increasing income, including benefits counseling, employment training, job counseling, and education and vocational services;
8. Conduct annual assessments of on-going clients, including annual recertification of eligibility, including collecting verifiable income documentation, include progress, develop new goals with clients as necessary to achieve self-sufficiency, connection to regular medical care, and financial stability;
9. Provide, on-going monthly follow-up contact with clients, with more frequent intensive support for new or high-needs clients, based on the client's needs. This will include on-site home visits, telephone calls and other methods of communication to address housing stability and to provide additional services to help the client maintain their housing. Quarterly assessment of the client's needs will help to determine the extent and frequency of the follow-up necessary;
10. Provide referrals to HOPWA Regional Office(s) to provide Permanent Housing Placement grants when moving in clients, as needed and when exiting/transitioning clients from the permanent housing program to ensure clients are linked to a Housing Specialist;
11. Coordinate all client interactions to services, monitor progress on the client's housing plan, and evaluate effectiveness of the services, including each client encounter, referral and program service. All interactions with the client must be documented and maintained in HCID's approved client-centered electronic database for each individual client file; and
12. Develop emergency procedures that include the steps to be taken in the event of psychiatric/medical emergencies, accidents, or other serious incidents affecting clients. Procedures should include on-call phone number, emergency contracts, and other resources in the event of an emergency.

D. Outreach

1. As necessary to fill units, Contractor shall conduct appropriate marketing outreach activities to underserved, low-income homeless PLWH/A, including those with another diagnosed disability such as substance use, mental illness, developmental disabilities, or who are victims of domestic violence. At minimum, Contractor will notify the HOPWA funded Housing Information & Referral Program immediately of any vacancy.
2. Contractor shall partner with homeless shelters, AIDS Service Organizations (ASOs), drug recovery programs, governmental agencies and other social and human service organizations from all sectors of Los Angeles County that coordinate and provide supportive services for PLWH/A and refer clients.
3. Contractor shall list their services on the HOPWA Community Housing Information & Referral Program (CHIRP/LA) website (www.chirpla.org).

- E. For more information on Scattered-Site Master Leasing, including establishing rent amounts please reference the HOPWA Rental Assistance Guidebook.
<https://files.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf>

§204. Policies and Procedures

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: Housing and Supportive Services. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
1. Program location, hours, staffing, and supervision.
 2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by HCID.
 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).
 4. How clients will be evaluated by appropriately trained staff for supportive service needs.
 5. IAHP requirements using the HCID approved common form.
 6. Documentation required to be in the file (e.g., IAHP, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 7. Timelines for providing services, housing location, and any other required program activities.
 8. Identification and outreach to underserved and most vulnerable populations.
 9. Staff training.
 10. Vendor solicitation, requirements, and contracting, as applicable.

11. Referral agency MOUs as applicable.
 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD's HOPWA Grantee Oversight Resource Guide, Updated in 2010.
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that the Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **IAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.
- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, the Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's

file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Dollar Amount (\$###,###)**. The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
 1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
 2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.

3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.

- E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by

the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.

- B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

- A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.
- C. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.

9. 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.

10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.

D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.

B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

- 1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named

insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

- b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

- I. The 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.
- J. The 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 (1) year thereafter.
- K. The 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".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§406. Compliance with State and Federal Statutes and Regulations

A. 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 the 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.

1. Statutes and Regulations Applicable To All Grant Contracts

a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.
- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached

hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract

and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower- income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).
- (b) 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.
- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).
- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

(a) Contractor must 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.

- (b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (19) 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 Particular Grant

- 1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Statues 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 me 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 C.F.R. §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.
 - (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor’s reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. Contractor’s total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

- 1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.
6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, Its 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.
- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and

owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO, §10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.
- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”
- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding

Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.

- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
 - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the

following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.

- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The "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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed

expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **fifty three (53)** pages, and **Number (##)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

DRAFT

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

For:

Date: _____

By: _____
Name:
Title:

(Contractor's Corporate Seal)

By: _____
Name:
Title:

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: XXXXXXXXXX

City Business License Number: XXXXXXXXXX

Internal Revenue Service ID Number: XXXXXXXXXX

Council File Numbers: ##-####

Date of Approvals: [Month Day, Year] (Council) & [Month Day, Year] (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Legal Name of Contractor

Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: Housing Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Automobile Liability	\$ _____
(for any and all vehicles used for this contract, other than commuting to/from work)		
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>		
<input type="checkbox"/>	Property Insurance	\$ _____
(to cover replacement cost of building -as determined by insurance company)		
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California;
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
NOT DEFINED.**

PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
DEFINED.**

PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 28. LIVING WAGE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 30. ACCESS AND ACCOMMODATIONS... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE .. **ERROR! BOOKMARK NOT DEFINED.**

PSC – 32. BUSINESS INCLUSION PROGRAM..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 33. SLAVERY DISCLOSURE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 34. FIRST SOURCE HIRING ORDINANCE 11

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS
ERROR! BOOKMARK NOT DEFINED.

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

DRAFT

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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City’s designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor’s compensation, and the scope of work, is approved and executed by both parties.

DRAFT

EXHIBIT G
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:
- (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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**

**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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

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EXHIBIT H – PROGRAM SITES AND LOCATION

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EXHIBIT I – PROGRAM GOALS AND OUTCOMES

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CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Residential Service Coordination

Contractor: Alliance for Housing and Healing

Type of Organization: A California Non-profit corporation

State Corporate No.: C1601987

D-U-N-S® Number: 610043135

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION	2
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Conditions Precedent to Execution of This Agreement	3
2. TERM AND SERVICES TO BE PROVIDED	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor	4
§203. Residential Service Coordination.....	12
§204. Policies and Procedures.....	13
§205. Staffing.....	15
§206. Confidentiality.....	16
§207. Infection Controls.....	16
§208. Budget	16
3. PAYMENT.....	17
§301. Compensation and Method of Payment	17
§302. Payment to the Contractor.....	18
§303. Advance Payments	18
§304. Allowable and Unallowable Costs	19
§305. Return of Unexpended Funds and Close-Outs	20
§306. Validity of Financial Documentation Submissions	21
§307. Receipt, Use and Accountability of Other Than Budgeted Funds	21
§308. Deposit, Utilization and Commingling Funds.....	21
§309. Funding Reduction	21
§310. Acknowledgment for Submitting False Claim for Payment	21
4. STANDARD PROVISIONS.....	22
§401. Breach	22
§402. Nondiscrimination and Affirmative Action	22
§403. Equal Employment Practices	23
§404. Insurance	25
§405. Conflict of Interest	26
§406. Compliance with State and Federal Statutes and Regulations	28
§407. Federal, State and Local Taxes	37
§408. Inventions, Patents and Copyrights.....	37
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance	43

§410. Earned Income Tax Credit	44
§411. Equal Benefits Ordinance.....	44
§412. Contractor Responsibility Ordinance	45
§413. Restriction on Disclosures.....	46
§414. Warranty and Responsibility of Contractor.....	46
§415. First Source Hiring Ordinance	46
§416. COVID-19 Notification (If Applicable).....	47
§417. Compliance with Current Applicable Safety Protocols and Laws	48
§418. Prohibition Against Duplication of Benefits	48
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS	48
§501. Defaults	48
§502. Suspension.....	48
§503. Termination	49
§504. Notices of Suspension or Termination	49
§505. Amendments	49
§506. Waivers	50
6. ENTIRE AGREEMENT	50
§601. Complete Agreement.....	50
§602. Counterparts and Electronic Signatures	50
§603. Number of Pages and Attachments	50
7. SIGNATURE PAGE	51

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Program Sites and Locations
- Exhibit I Program Goals and Outcomes

DRAFT

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
ALLIANCE FOR HOUSING AND HEALING

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Alliance for Housing and Healing, a California Non-profit corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to coordinate HOPWA housing and supportive services (hereinafter called the Program) which was adopted by the Los Angeles City Council on Month Day, Year, and concurred by the Mayor on Month Day, Year, Council File Number ##-####; 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 ##-####, approved on Month Day, Year and Month Day, Year, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as Alliance for Housing and Healing, having its principal office at:

825 Colorado Boulevard, Suite 100
Los Angeles, CA 90041

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Terry Goddard II, Executive Director
825 Colorado Boulevard, Suite 100
Los Angeles, CA 90041
tgoddard@alliancehh.org
323 – 344 – 4899

With copies to:

Jessica Johnson, Director of Permanent Supportive Housing
825 Colorado Boulevard, Suite 100
Los Angeles, CA 90041
jjohnson@alliancehh.org
343 – 313 – 2259

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 20, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

- A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.
 - 1. Contractor shall operate a HOPWA Residential Services Coordination program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
 - 2. Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
 - 3. Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor and subcontractors shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

825 Colorado Blvd, Suite 100
Los Angeles, CA 90041

b. Hours of Operation:

9am to 5pm, Monday through Friday (excluding holidays)

c. Program Manager or Primary Contact Person

Name & Title: Jessica Johnson, Director of Permanent Supportive Housing

Phone: 323 – 313 – 2259

Email: jjohnson@alliancehh.org

d. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients

served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Low Income is defined as at or below 80% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.

- c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.
 2. Documentation of HIV/AIDS must include one of the following:
 - a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
 3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
 4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor will maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed **Initial Assessment and Housing Plan (IAHP)** and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor shall ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. ([Link](#) for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. Residential Service Coordination

- A. Contractor shall provide services to People Living with HIV/AIDS (PLWHA) who reside in affordable permanent housing developments which include housing interventions that match clients' needs, and service coordination and linkages to help clients maintain housing and achieve housing stability, including case management, medical services and medication management assistance, mental health and substance abuse counseling, financial/benefits counseling, life skills training, food and nutrition programs, employment training, legal assistance, child care, and other services as needed.
- B. The Resident Service Coordinators (RSC) shall:
1. Provide services, at a minimum, during regular business hours, at the housing site(s) or at another location easily accessible to the clients. Contractor shall also ensure access to after-hours supportive services.
 2. Provide new resident orientation, introduction to their new neighborhood and local services, and other necessary assistance to help them adjust to their new housing;
 3. Complete a HOPWA **intake/assessment and individual housing plan**, develop housing retention plan and goals for all new eligible and on-going clients, provide linkage/referrals and track necessary services such as, but not limited to, benefits counseling, mental health counseling, substance abuse programs; assist clients with maintaining timely rental and utility payments, medical care, financial management and budgeting, food and nutrition, life skills and ensure clients are linked to an HIV medical care provider or provide referral(s) to medical care services, such as the Ryan White linkage to care program. Contractor must assist the tenants to retain their affordable housing and become self-sufficient. Case load ratio up to 1:40 depending on client acuity and long-term, stable tenants requiring less frequent meetings;
 4. Provide information and training to clients on landlord/tenant rights and responsibilities, budgeting, interpersonal skills to interact successfully with landlord/property managers and neighbors, address poor rental/credit histories, and other relevant topics;
 5. Coordinate and manage monthly tenant/resident meetings on topics including, but not limited to, landlord/tenant rights and responsibilities, HIV/AIDS medical updates, neighborhood amenities, building and management issues, as well as social and recreational activities and encourage client participation. Meetings will be held on-site or at a convenient location for clients to attend. A record of each meeting is required and must include date, location, topic, staff attendance, guest speakers, sign-in sheets for residents and any handouts or flyers;
 6. Manage any tenant/landlord issues, address any complaints and issues that arise that could lead to eviction, attempt to resolve any behavioral problems, substance abuse issues, or other issues that threaten to destabilize the client's housing, including necessary minor repairs, safety issues, or any other issues that arise;

7. Offer services or referrals for increasing income, including benefits counseling, employment training, job counseling, and education and vocational services;
8. Develop emergency procedures that include the steps to be taken in the event of psychiatric/medical emergencies, accidents, or other serious incidents affecting clients. Procedures should include an on-call phone number, emergency contacts, and other resources in the event of an emergency;
9. Conduct annual assessments of on-going clients, including annual recertification of eligibility, including collecting verifiable income documentation, progress, development of new goals with clients as necessary to achieve self-sufficiency, connection to regular medical care, and financial stability; *Matt asked to reference IHP (or IAHP?)*
10. Provide, on-going monthly follow-up contact with clients, with more frequent intensive support for new or high-needs clients, based on the client's needs. This shall include on-site home visits, telephone calls and other methods of communication to address housing stability and to provide additional services to help the client maintain their housing. Quarterly assessment of the client's acuity will help to determine the extent and frequency of the follow-up necessary;
11. Refer to the Regional Office to provide Permanent Housing Placement grants when moving in clients, as needed and when exiting/transitioning clients from permanent housing program to ensure clients are linked to a Housing Specialist; and
12. Coordinate all client interactions to services, monitor progress on the client's housing plan, and evaluate effectiveness of the services, including each client encounter, referral and program service which must be documented and maintained in HCID's approved client-centered electronic database for each individual client file.

§204. Policies and Procedures

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: Housing and Supportive Services. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
 1. Program location, hours, staffing, and supervision.

2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or “Section 8”) and as required by HCID.
 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).
 4. How clients will be evaluated by appropriately trained staff for supportive service needs.
 5. IAHP requirements using the HCID approved common form.
 6. Documentation required to be in the file (e.g., IAHP, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 7. Timelines for providing services, housing location, and any other required program activities.
 8. Identification and outreach to underserved and most vulnerable populations.
 9. Staff training.
 10. Vendor solicitation, requirements, and contracting, as applicable.
 11. Referral agency MOUs as applicable.
 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.

- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD's HOPWA Grantee Oversight Resource Guide, Updated in 2010.
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that the Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **IAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.

- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.
- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, the Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **One Million Two Hundred Fifty Three Thousand Two Hundred Fifty Dollars (\$1,253,250)**. The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
 1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
 2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.
 3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
 4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
 5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value

the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.

E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.

B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be

deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.

- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 - 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.

C. The following costs, among others, are specifically unallowable:

1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
9. 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.
10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.

D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City,

and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status,

pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of

five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The 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.
- J. The 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 (1) year thereafter.
- K. The 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".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§406. Compliance with State and Federal Statutes and Regulations

- A. 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 the 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.

1. Statutes and Regulations Applicable To All Grant Contracts

- a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.

- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.
- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.

- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans

with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).
- (b) 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.

- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).
- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

(a) Contractor must 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.

(b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(19) 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 Particular Grant

1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

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 C.F.R. §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.
 - (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.

6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, It 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D.

Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.

- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the “Living Wage Ordinance and Service Contractor Worker Retention Ordinance” language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor’s delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO,

§10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”

- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor’s fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that

the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;

- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.
- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
 - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.
- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf).

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The “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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **fifty one (51)** pages, and **number (##)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

Date: _____

For: Alliance for Housing and Healing, A
California Non-profit corporation

(Contractor's Corporate Seal)

By: _____
Terry D. Goddard II
Executive Director

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: 610043135

City Business License Number: 0000824452

Internal Revenue Service ID Number: 95-4147384

Council File Numbers: 19-1204

Date of Approvals: Month Day, Year (Council) & Month Day, Year (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Alliance for Housing and Healing Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: Housing Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL \$ <u>1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$ <u>1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<input type="checkbox"/>	Property Insurance	\$ _____
	(to cover replacement cost of building -as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

Alliance for Housing and Healing
CONTRACTOR/BORROWER/AGENCY

Terry D. Goddard II, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

Alliance for Housing and Healing
CONTRACTOR/BORROWER/AGENCY

Terry D. Goddard II, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

Alliance for Housing and Healing
CONTRACTOR/BORROWER/AGENCY

Terry D. Goddard II, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

Alliance for Housing and Healing
CONTRACTOR/BORROWER/AGENCY

Terry D. Goddard II, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
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PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
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PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
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PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 28. LIVING WAGE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE .. **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 33. SLAVERY DISCLOSURE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

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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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City’s designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor’s compensation, and the scope of work, is approved and executed by both parties.

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EXHIBIT G
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:
 - (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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**

**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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

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EXHIBIT H – PROGRAM SITES AND LOCATION

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EXHIBIT I – PROGRAM GOALS AND OUTCOMES

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CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Housing Information and Referral

Contractor: Pets Are Wonderful Support

Type of Organization: Non-profit

State Corporate No.: C1632730

D-U-N-S® Number: 930024823

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION	2
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Conditions Precedent to Execution of This Agreement	3
2. TERM AND SERVICES TO BE PROVIDED	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor	4
§203. Housing Information and Referral	12
§204. Policies and Procedures.....	14
§205. Staffing.....	16
§206. Confidentiality.....	17
§207. Infection Controls.....	17
§208. Budget	18
3. PAYMENT.....	18
§301. Compensation and Method of Payment	18
§302. Payment to the Contractor.....	19
§303. Advance Payments	20
§304. Allowable and Unallowable Costs	20
§305. Return of Unexpended Funds and Close-Outs	22
§306. Validity of Financial Documentation Submissions	22
§307. Receipt, Use and Accountability of Other Than Budgeted Funds	22
§308. Deposit, Utilization and Commingling Funds.....	22
§309. Funding Reduction	22
§310. Acknowledgment for Submitting False Claim for Payment	23
4. STANDARD PROVISIONS.....	23
§401. Breach	23
§402. Nondiscrimination and Affirmative Action	23
§403. Equal Employment Practices	24
§404. Insurance	26
§405. Conflict of Interest	28
§406. Compliance with State and Federal Statutes and Regulations	30
§407. Federal, State and Local Taxes	38
§408. Inventions, Patents and Copyrights.....	38
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance	45

§410. Earned Income Tax Credit	46
§411. Equal Benefits Ordinance.....	46
§412. Contractor Responsibility Ordinance	47
§413. Restriction on Disclosures.....	47
§414. Warranty and Responsibility of Contractor.....	47
§415. First Source Hiring Ordinance	48
§416. COVID-19 Notification (If Applicable).....	49
§417. Compliance with Current Applicable Safety Protocols and Laws	49
§418. Prohibition Against Duplication of Benefits	49
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS	50
§501. Defaults	50
§502. Suspension.....	50
§503. Termination	50
§504. Notices of Suspension or Termination	51
§505. Amendments	51
§506. Waivers	51
6. ENTIRE AGREEMENT	51
§601. Complete Agreement.....	51
§602. Counterparts and Electronic Signatures	51
§603. Number of Pages and Attachments	52
7. SIGNATURE PAGE	53

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Program Sites and Locations
- Exhibit I Program Goals and Outcomes

DRAFT

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
PETS ARE WONDERFUL SUPPORT

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Pets Are Wonderful Support, a California Non-profit corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to coordinate HOPWA housing and supportive services (hereinafter called the Program) which was adopted by the Los Angeles City Council on Month Day, Year, and concurred by the Mayor on Month Day, Year, Council File Number ##-####; 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 ##-####, approved on Month Day, Year and Month Day, Year, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as Pets Are Wonderful Support, having its principal office at:

2121 South Flower Street
Los Angeles, CA 90007

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Pamela Magette, Executive Director
2121 South Flower Street
Los Angeles, CA 90007

E-mail Address
213 – 714 – 1950 ext 113

With copies to:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

- A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.
 - 1. Contractor shall operate a HOPWA Housing Information and Referral program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
 - 2. Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
 - 3. Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor and subcontractors shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

Street Address, Suite # (if applicable)

City, State, Zip Code

Hours of Operation:

b. Program Manager or Primary Contact Person

Name & Title:

Phone:

Email:

c. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including

crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Low Income is defined as at or below 80% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.
 - c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.
2. Documentation of HIV/AIDS must include one of the following:

- a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
 4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor will maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed **Initial Assessment and Housing Plan (IAHP)** and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor will ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. (Link for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. Housing Information and Referral

- A. Contractor shall provide a countywide HOPWA housing information and referral service that will consist of housing information and assistance with referrals to affordable housing resources, locating available and affordable housing units, working with property owners to secure units, and maintaining a resources web-based database.
- B. Contractor shall:
1. Maintain a user-friendly countywide housing resources web-based database to include but not limited to tenant rights, landlord/tenant rights and responsibilities, fair housing, life skills, food/nutrition services, Social Security Administration offices, Veteran Affairs resources, Ryan White-funded services and accommodation process through the American with Disabilities Act (ADA) that target PLWHA. Website will include links to the HCID Affordable Housing Roster and any other relevant housing search websites. Listings will include housing type, location, cost (if applicable), length of stay (if applicable), and services offered (if applicable);
 2. Document the number of hits to the website. All available units and services will be listed at no charge to the listing organizations, property owners, and property management companies, develop a procedure to monitor the accuracy of listings and information, including administering phone interviews and written questionnaires to each listing at regular intervals, conduct and maintain documentation of site visits to different housing facilities in order to collect information on the facility's physical plan and space, overall cleanliness, staff sensitivity to HIV/AIDS issues, staff training, and other general quality indicators. (City retains all rights to the data, housing information, related applications, and any proprietary software related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality);
 3. Operate a toll-free telephone line for client inquiries during normal business hours. Contractor's staff must be available to respond to all client inquiries. All messages will be returned within one (1) business day;
 4. Provide referrals to calls and walk-in clients, provide information on housing resources, including HOPWA programs, and provide transportation resources for clients receiving referrals to a regional office or HOPWA funded crisis beds;
 5. Identify emergency and transitional housing and affordable permanent housing opportunities throughout Los Angeles County to serve as a resource to all HOPWA Regional Offices identification efforts developing relationships with property owners and/or managers, apartment associations, monitoring property openings and visiting properties, housing location staff will develop relationships with LAHSA's Coordinated Entry Systems, crisis housing providers in each SPA, and notify Regional Offices of available permanent housing opportunities via the housing database, informational emails, and other outreach mechanisms;

6. Conduct monthly meetings with HOPWA providers to share community resources, including housing resources and other services available to PLWHA. Attendance at these meetings will be mandatory for all HOPWA contractors. Additionally, will assist with coordinating meetings between HCID and HOPWA providers throughout the County; and
7. Ensure that HOPWA funding may also be used to provide client trainings on topics including, but not limited to, housing search, housing retention and other relevant housing topics.

C. Training Module

1. Contractor and/or subcontract shall provide a training module service that consists of conducting a Housing Specialist Certification training program, to ensure consistent service delivery throughout all HOPWA funded programs countywide, and training modules on a variety of topics. All HOPWA-funded Housing Specialists and program managers will be required to complete the Housing Specialist Certification training.
2. Contractor and/or subcontractor shall:
 - a. Develop curriculum and a training manual to accompany the Housing Specialist Certification program, including topics such as interview techniques, conducting housing and services assessments, developing appropriate housing stability plans, landlord/tenant rights, housing search process, developing case plans, housing retention and follow-up methods, and working with clients who have mental disabilities and who are substance users; and
 - b. Develop and conduct trainings to include a variety of formats, such as webinars, online self-paced modules, and in-person trainings. Training topic include, but are not limited to, dealing with difficult clients, self-care, etc. Funding may be used to pay for outside trainers, as needed.

D. Animal Support and Advocacy

1. Contractor and/or subcontractor shall provide animal support services and advocacy to low-income PLWHA with the goal of helping clients secure and maintain appropriate housing with their service/emotional support animals. HOPWA funds will pay for staffing and administration of the program. Contractor and/or subcontractor must be able to provide evidence that pet/animal food, veterinary costs, and animal grooming will be paid by other sources of funds.
2. Contractor and/or subcontractor shall:
 - a. Provide advocacy services to educate clients on housing rights related to service or emotional support animals, including how to request a reasonable accommodation, including providing consultation and guidance on these matters as they relate to housing accessibility, reasonable accommodation and any barriers to accessing supportive services;

- b. Provide advocacy a minimum of four (4) trainings on clients' rights with support animals to HOPWA providers, regional offices, other agencies or groups whose clientele are likely to include a high percentage of low income PLWHA;
- c. Complete a **HOPWA intake/assessment and individual housing plan** for all clients to be enrolled for services, which will include but not limited to determination of eligibility, develop housing plans and goals to assist clients with the ultimate goal of helping clients and their service/emotional support animals become permanently or maintain housing, track progress in case notes and develop new goals, as needed. Offer referrals for STRMU/PHP, crisis housing, increasing income, including benefits counseling, employment training, job counseling, and education and vocational services, ensure clients are linked to a HIV medical care provider or provide referral to medical care services, such as the Ryan White linkage to care program. Caseload depends on a client's acuity and how long they have maintained their permanent housing unit;
- d. Provide, on-going monthly follow-up contact with clients for up to one year, including those moving into permanent housing, that do not have on-site supportive services. This will include telephone calls and other methods of communication to address housing stability and to provide additional services to help the client maintain their housing and their service/emotional support animals. Quarterly assessment of the client's needs will help to determine the extent and frequency of the follow-up necessary. A warm handoff referral to a Housing Specialist for more intensive support for high-needs clients, based on the client's needs;
- e. Conduct annual re-assessments of on-going clients, including annual recertification of eligibility, including collecting verifiable income documentation, include progress notes identifying any setbacks on achieving goals, develop new goals with clients, connection to regular medical care, and financial stability to achieve self-sufficiency with the ultimate goal of helping clients become permanently, stably housed; and
- f. Coordinate all client interactions to services, track animal support services, monitor progress on the client's housing plan, and evaluate effectiveness of the services, including each client encounter, referral and program service must be documented and maintained in HCID's approved client-centered electronic database for each individual client file.

§204. Policies and Procedures

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: Housing and Supportive Services. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
 - 1. Program location, hours, staffing, and supervision.
 - 2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by HCID.
 - 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).
 - 4. How clients will be evaluated by appropriately trained staff for supportive service needs.
 - 5. IAHP requirements using the HCID approved common form.
 - 6. Documentation required to be in the file (e.g., IAHP, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 - 7. Timelines for providing services, housing location, and any other required program activities.
 - 8. Identification and outreach to underserved and most vulnerable populations.
 - 9. Staff training.
 - 10. Vendor solicitation, requirements, and contracting, as applicable.
 - 11. Referral agency MOUs as applicable.
 - 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
 - 1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 - 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive

Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.

- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD's HOPWA Grantee Oversight Resource Guide, Updated in 2010.
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.

- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **IAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.
- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.

- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed One Million Two Hundred Fifty Three Thousand Two Hundred Fifty Dollars (\$1,253,250). The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
 - 1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
 - 2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.
 - 3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

4. City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
5. Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.

- E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.

- B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

- A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.
- C. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
 9. 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.
 10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.
- D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.

- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall

comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including

compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

- 1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
- 2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits

shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.

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

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a

public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The 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.
- J. The 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 (1) year thereafter.

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

§406. Compliance with State and Federal Statutes and Regulations

A. 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 the 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.

1. Statutes and Regulations Applicable To All Grant Contracts

- a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.
- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease

agreements, third party agreements, consultant service contracts and construction subcontracts.

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

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower- income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).

- (b) 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.
- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).
- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

(a) Contractor must 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.

- (b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (19) 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 Particular Grant

- 1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Statues 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 me 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 C.F.R. §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.

- (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor’s reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. Contractor’s total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

- 1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.
6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, Its 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.
- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and

owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO, §10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.
- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”
- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding

Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.

- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
 - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the

following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.

- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The "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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed

expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **fifty-three (53)** pages, and **nine (9)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

DRAFT

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

Date: _____

For: Pets Are Wonderful Support, A California
Non-profit corporation

(Contractor's Corporate Seal)

By: _____
Pamela Magette
Executive Director

By: _____
Jill Schuberth
Board President

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: 930024823

City Business License Number: 0000317216

Internal Revenue Service ID Number: 95-4178092

Council File Numbers: ##-####

Date of Approvals: Month Day, Year (Council) & Month Day, Year (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Pets Are Wonderful Support Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: HOPWA Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$ 1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<input type="checkbox"/>	Property Insurance	\$ _____
	(to cover replacement cost of building -as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California;
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

Pets Are Wonderful Support
CONTRACTOR/BORROWER/AGENCY

Pamela Magette, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

Pets Are Wonderful Support
CONTRACTOR/BORROWER/AGENCY

Pamela Magette, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

Pets Are Wonderful Support
CONTRACTOR/BORROWER/AGENCY

Pamela Magette, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

Pets Are Wonderful Support
CONTRACTOR/BORROWER/AGENCY

Pamela Magette, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
NOT DEFINED.**

PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
DEFINED.**

PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 28. LIVING WAGE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 30. ACCESS AND ACCOMMODATIONS... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE .. **ERROR! BOOKMARK NOT DEFINED.**

PSC – 32. BUSINESS INCLUSION PROGRAM..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 33. SLAVERY DISCLOSURE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 34. FIRST SOURCE HIRING ORDINANCE 11

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS
ERROR! BOOKMARK NOT DEFINED.

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

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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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

DRAFT

EXHIBIT G
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:
- (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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**

**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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

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EXHIBIT H – PROGRAM SITES AND LOCATION

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EXHIBIT I – PROGRAM GOALS AND OUTCOMES

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CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Fiscal Monitoring

Contractor: KNL Support Services

Type of Organization: General Partnership

State Corporate No.: 302007116002

D-U-N-S® Number: 030090232

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION	2
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Conditions Precedent to Execution of This Agreement	3
2. TERM AND SERVICES TO BE PROVIDED	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor	4
§203. Fiscal Monitoring	12
§204. Policies and Procedures.....	15
§205. Staffing.....	17
§206. Confidentiality.....	18
§207. Infection Controls.....	18
§208. Budget	18
3. PAYMENT	19
§301. Compensation and Method of Payment	19
§302. Payment to the Contractor.....	20
§303. Advance Payments	20
§304. Allowable and Unallowable Costs	21
§305. Return of Unexpended Funds and Close-Outs	22
§306. Validity of Financial Documentation Submissions	23
§307. Receipt, Use and Accountability of Other Than Budgeted Funds	23
§308. Deposit, Utilization and Commingling Funds.....	23
§309. Funding Reduction	23
§310. Acknowledgment for Submitting False Claim for Payment	23
4. STANDARD PROVISIONS	24
§401. Breach	24
§402. Nondiscrimination and Affirmative Action	24
§403. Equal Employment Practices	25
§404. Insurance	27
§405. Conflict of Interest	28
§406. Compliance with State and Federal Statutes and Regulations	30
§407. Federal, State and Local Taxes	39
§408. Inventions, Patents and Copyrights.....	39
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance	45

§410. Earned Income Tax Credit	46
§411. Equal Benefits Ordinance.....	46
§412. Contractor Responsibility Ordinance	47
§413. Restriction on Disclosures.....	48
§414. Warranty and Responsibility of Contractor.....	48
§415. First Source Hiring Ordinance	48
§416. COVID-19 Notification (If Applicable).....	49
§417. Compliance with Current Applicable Safety Protocols and Laws	50
§418. Prohibition Against Duplication of Benefits.....	50
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS.....	50
§501. Defaults	50
§502. Suspension.....	50
§503. Termination	51
§504. Notices of Suspension or Termination	51
§505. Amendments	51
§506. Waivers	52
6. ENTIRE AGREEMENT	52
§601. Complete Agreement.....	52
§602. Counterparts and Electronic Signatures	52
§603. Number of Pages and Attachments	52
7. SIGNATURE PAGE	53

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Fee Schedule – Pricing for Fiscal Monitoring

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
KNL SUPPORT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and KNL Support Services, a California General Partnership, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to **coordinate HOPWA housing and supportive services** (hereinafter called the Program) which was adopted by the Los Angeles City Council on **Month Day, Year**, and concurred by the Mayor on **Month Day, Year**, Council File Number **##-####**; 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 **##-####**, approved on **Month Day, Year** and **Month Day, Year**, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as KNL Support Services, having its principal office at:

8947 South Hobart Boulevard
Los Angeles, California 90047

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Lois James, Owner/Partner/CIA
8947 South Hobart Boulevard
Los Angeles, CA 90047
knl.support.svc@sbcglobal.net
213 – 675 – 4133

With copies to:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

- A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.
 - 1. Contractor shall operate a HOPWA Fiscal Monitoring program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
 - 2. Contractor shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
 - 3. Contractor shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

Street Address, Suite # (if applicable)

City, State, Zip Code

Hours of Operation:

b. Program Manager or Primary Contact Person

Name & Title:

Phone:

Email:

c. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including

crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Low Income is defined as at or below 80% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.
 - c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.
2. Documentation of HIV/AIDS must include one of the following:

- a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
 4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor will maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed **Initial Assessment and Housing Plan (IAHP)** and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor will ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. (Link for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. Fiscal Monitoring

- A. Contractor shall be responsible for conducting annual risk assessments, on-site fiscal reviews and audit related services of the HOPWA non-profit and public housing contractors. Contractors are located within the County of Los Angeles.
- B. The following services shall be required:
 1. Annual risk assessment of all HOPWA contracts;
 2. Annual fiscal on-site audit of HOPWA funded contractors, subcontractors and PSAs that receive HOPWA funding;
 3. Written audit report with findings, concerns, exceptions, etc., to be submitted to HCIDLA and the contractor within 30 days of the on-site audit; and
 4. Follow-up visits if necessary to review remedial actions.
- C. Audit Procedures:
 1. Review the contracts between the City and the HOPWA contractors for background and necessary information, including federal requirements related to Office Budget and Management circulars, and Single Audit requirements;
 2. Review the list of allowable expenditures under the HOPWA program;
 3. Review the latest expenditure report and cash request submitted for the fiscal year under review;
 4. Review latest and past fiscal review, single audit reports and other program audits of the contractor;
 5. Perform risk assessment procedures using collected documents, including but not limited to Internal Control questionnaires;
 6. Determine if there are any related party issues in the organization;
 7. Obtain and review contractor's cost allocation plan for both direct and indirect costs (if applicable);
 8. Review the Financial Statements for the period corresponding with the latest invoice submitted and identify any irregularities; and
 9. Randomly select at least 10% sample of transactions (number of samples depend on the degree of risk) from the record of expenditures, general ledger or cash disbursement, and determine if the expenditures:
 - a. Are program related;

- b. Incurred within the contract period;
 - c. Are adequately supported with documentation such as canceled checks and invoices;
 - d. Are properly approved;
 - e. Recorded amounts are accurate;
 - f. Determine method of allocation to programs; and
 - g. Determine if contractor is properly accruing costs and accruals are reversed in the subsequent period.
10. For Cash Advance Contracts Only:
- a. Determine if cash receipts are deposited timely;
 - b. Determine if a separate bank account is maintained;
 - c. If the bank account is interest bearing, determine the amount of interest income and ensure that this is being reported and returned to the City, quarterly;
 - d. Compare total cash released with total expenditures (net of accruals) for the period under review and determine cash balance; and
 - e. Verify the amounts reported to the City to the contractor's records.

D. Facility Lease

- 1. Review lease agreement(s) for all facilities used in providing HOPWA services;
- 2. Verify if lease period is current;
- 3. Verify amount, make sure that allocated amounts do not exceed amount indicated in lease agreement;
- 4. Inquire if lessor is a related party;
- 5. Determine if it qualifies for depreciation or use allowance (i.e., non-federal funds were used to purchase the building);
- 6. Determine acquisition cost (exclude cost of land);
- 7. Obtain depreciation or use allowance schedule; and
- 8. Determine if amount allocated to our contract(s) is proper and reasonable.

E. Payroll and Fringe Benefits

1. Randomly select at least 10% sample of employees (number of samples depend on the degree of risk) for selected periods;
 2. Trace total payroll charges from the general ledger to the payroll register for the selected period(s);
 3. Compare monthly budgeted salary of each employee to actual monthly salary;
 4. Review job descriptions;
 5. Verify time cards if properly approved by supervisor and signed by employee;
 6. Verify endorsement of canceled check against signature on employee application or W-4;
 7. Verify if time sheets show allocation to program or funding source;
 8. Verify number of hours worked agrees with payroll register;
 9. Verify hours worked are allocated to programs and cost categories;
 10. Determine if allocation to cost categories per time sheets/activity sheets agrees with the invoice;
 11. Determine breakdown of actual fringe benefits and verify supporting documentation;
 12. For the current quarter, determine that federal and state tax returns are submitted timely;
 13. Examine canceled checks of tax payments;
 14. Verify taxes paid agree to amounts per general ledger and/or payroll register; and
 15. Review payroll tax returns for the latest three quarters.
- F. Supportive service payments: Randomly select at least 10% sample of supportive service payments and determine if amounts claimed on the City invoices are actually paid on behalf of the participant.
- G. Verify supporting documentation, including invoices, receipts and cancelled checks.
- H. Bank Reconciliation (Cash Advance Contracts *ONLY*)
1. Test that bank reconciliation is performed, signed and dated by preparer on a monthly basis;
 2. Verify that unissued, cancelled and voided checks are kept safely; and
 3. Test outstanding checks to determine if any remain outstanding for more than 90 days;

- I. On-site Subcontractor Fiscal Monitoring (**Lead Agencies *primary*contractors*** ONLY)
 - 1. Review contract between **lead agency** and subcontractor; and
 - 2. Obtain written documentation (e.g., fiscal review reports of on-site fiscal monitoring performed by contractor to its subcontractors);
- J. Equipment Purchases: Randomly select a 10% sample of Equipment Purchases
 - 1. Test if properly recorded and that the record specifies the description, model and serial number, date, cost and source of acquisition; and
 - 2. Determine if physical inventory was taken by the Contractor and reconciled with the purchases recorded against the Grant.
- K. Follow-up on the prior year's remaining unresolved issues.
- L. Follow-up on any findings on the latest single audit report.
- M. Determine total amount of prior year federal expenditures. If greater than \$750,000 a single audit is required.

§204. Policies and Procedures

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. **Program and fiscal management of the HOPWA components: Housing and Supportive Services.** Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
 - 1. Program location, hours, staffing, and supervision.
 - 2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by HCID.
 - 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).

4. How clients will be evaluated by appropriately trained staff for supportive service needs.
 5. IAHP requirements using the HCID approved common form.
 6. Documentation required to be in the file (e.g., IAHP, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 7. Timelines for providing services, housing location, and any other required program activities.
 8. Identification and outreach to underserved and most vulnerable populations.
 9. Staff training.
 10. Vendor solicitation, requirements, and contracting, as applicable.
 11. Referral agency MOUs as applicable.
 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD’s HOPWA Grantee Oversight Resource Guide, Updated in 2010.

- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **LAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.

- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ninety Thousand Dollars (\$90,000). The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
 1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
 2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.
 3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
 4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
 5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.
- E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.
- B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

- A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The

request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.

- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 - 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.
- C. The following costs, among others, are specifically unallowable:
 - 1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
 9. 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.
 10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.
- D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor’s actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status,

pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of

five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The 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.
- J. The 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 (1) year thereafter.
- K. The 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".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§406. Compliance with State and Federal Statutes and Regulations

- A. 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 the 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.

1. Statutes and Regulations Applicable To All Grant Contracts

- a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.

- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.
- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.

- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans

with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).
- (b) 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.

- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).
- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

(a) Contractor must 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.

(b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

(19) 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 Particular Grant

1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

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 C.F.R. §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.
 - (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.

6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, It 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D.

Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.

- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the “Living Wage Ordinance and Service Contractor Worker Retention Ordinance” language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor’s delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO,

§10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”

- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor’s fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that

the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;

- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.
- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
 - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.
- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf).

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The “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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **Number (##)** pages, and **Number (##)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

Date: _____

For: KNL Support Services, A California
General Partnership

(Contractor's Corporate Seal)

By: _____
Lois James
Owner/Partner, CIA

By: _____
Kimberly Washington
Managing Partner

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: 300090232

City Business License Number: 0002079247

Internal Revenue Service ID Number: 95-4512832

Council File Numbers: ##-####

Date of Approvals: Month Day, Year (Council) & Month Day, Year (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: KNL Support Services

Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: HOPWA Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$ 1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<input type="checkbox"/>	Property Insurance	\$ _____
	(to cover replacement cost of building -as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California;
 2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

KNL Support Services
CONTRACTOR/BORROWER/AGENCY

Lois James, Owner/Partner, CIA
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

KNL Support Services
CONTRACTOR/BORROWER/AGENCY

Lois James, Owner/Partner, CIA
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

KNL Support Services
CONTRACTOR/BORROWER/AGENCY

Lois James, Owner/Partner, CIA
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

KNL Support Services
CONTRACTOR/BORROWER/AGENCY

Lois James, Owner/Partner, CIA
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
NOT DEFINED.**

PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
DEFINED.**

PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 28. LIVING WAGE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 30. ACCESS AND ACCOMMODATIONS... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE .. **ERROR! BOOKMARK NOT DEFINED.**

PSC – 32. BUSINESS INCLUSION PROGRAM..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 33. SLAVERY DISCLOSURE ORDINANCE **ERROR! BOOKMARK NOT DEFINED.**

PSC – 34. FIRST SOURCE HIRING ORDINANCE 11

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS
ERROR! BOOKMARK NOT DEFINED.

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

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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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

DRAFT

EXHIBIT G
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:
 - (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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:

<u>Dollar Range of Purchase</u>	<u>Contract and Method</u>
---------------------------------	----------------------------

\$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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

DRAFT

EXHIBIT H – FEE SCHEDULE – PRICING FOR FISCAL MONITORING

****INSERT FEE SCHEDULE****

DRAFT

CITY OF LOS ANGELES
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM

Agreement No.:

Program Title: Housing Opportunities for Persons with AIDS
(HOPWA)

Project: Tenant Based Rental Assistance (TBRA) *and*

Contractor: Legal name of Contractor

Type of Organization: Government Agency / Public Entity

State Corporate No.: #####

D-U-N-S® Number: #####

CFDA Number: 14.241

Federal Award Identification Number (FAIN): #####

Federal Award Date: Month Day, Year

Research and Development Award (Yes or No): No

Table of Contents

Section Number and Table	Page #
1. INTRODUCTION	2
§101. Parties to the Agreement	2
§102. Representatives of the Parties and Service of Notices	2
§103. Conditions Precedent to Execution of This Agreement	3
2. TERM AND SERVICES TO BE PROVIDED	4
§201. Time of Performance.....	4
§202. Services to be Provided by the Contractor	4
§203. General Program	12
§204. Policies and Procedures.....	12
§205. Staffing.....	14
§206. Confidentiality.....	14
§207. Infection Controls.....	15
§208. Budget	15
3. PAYMENT	15
§301. Compensation and Method of Payment	15
§302. Payment to the Contractor.....	16
§303. Advance Payments	17
§304. Allowable and Unallowable Costs	17
§305. Return of Unexpended Funds and Close-Outs	19
§306. Validity of Financial Documentation Submissions.....	19
§307. Receipt, Use and Accountability of Other Than Budgeted Funds	19
§308. Deposit, Utilization and Commingling Funds.....	19
§309. Funding Reduction	20
§310. Acknowledgment for Submitting False Claim for Payment	20
4. STANDARD PROVISIONS	20
§401. Breach	20
§402. Nondiscrimination and Affirmative Action	20
§403. Equal Employment Practices	21
§404. Insurance	23
§405. Conflict of Interest	25
§406. Compliance with State and Federal Statutes and Regulations	27
§407. Federal, State and Local Taxes	35
§408. Inventions, Patents and Copyrights.....	35
§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance	42

§410. Earned Income Tax Credit	43
§411. Equal Benefits Ordinance.....	43
§412. Contractor Responsibility Ordinance	44
§413. Restriction on Disclosures.....	44
§414. Warranty and Responsibility of Contractor.....	44
§415. First Source Hiring Ordinance	45
§416. COVID-19 Notification (If Applicable).....	46
§417. Compliance with Current Applicable Safety Protocols and Laws	46
5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS.....	47
§501. Defaults	47
§502. Suspension.....	47
§503. Termination	47
§504. Notices of Suspension or Termination	48
§505. Amendments	48
§506. Waivers	48
6. ENTIRE AGREEMENT	48
§601. Complete Agreement.....	48
§602. Counterparts and Electronic Signatures	48
§603. Number of Pages and Attachments	49
7. SIGNATURE PAGE	50

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Standard Provisions for City Contracts
- Exhibit G Subcontract and Procurement Procedures
- Exhibit H Program Sites and Locations
- Exhibit I Program Goals and Outcomes

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL NAME OF THE CONTRACTOR

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and **Legal Name of the Contractor**, a government agency/public entity, hereinafter called the Contractor.

RECITALS

WHEREAS, the Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 program which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to coordinate HOPWA housing and supportive services (hereinafter called the Program) which was adopted by the Los Angeles City Council on **Month Day, Year**, and concurred by the Mayor on **Month Day, Year**, Council File Number **##-####**; 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 **##-####**, approved on **Month Day, Year** and **Month Day, Year**, respectively), which authorizes the General Manager of the HCID to prepare and execute the Agreement.

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

1. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street,
Los Angeles, California 90012

B. The Contractor, known as **Legal Name of the Contractor**, having its principal office at:

Street Address, Suite # (if applicable)
City, State, Zip Code

§102. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ann Sewill, General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Name of Representative, Official Title
Housing and Community Investment Department
Name of Bureau/Division
1200 West 7th Street, #th Floor
Los Angeles, CA 90017

B. The representative of the Contractor shall be:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

With copies to:

Name of Representative, Official Title
Street Address, Suite # (if applicable)
City, State, Zip Code
E-mail Address
Phone Number

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

§103. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with §404 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29, C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by the Contractor.
- D. Compliance with the requirements of the Notice of Prohibition Against Retaliation, attached hereto as Exhibit D and made a part hereof, as it relates to the Living Wage Ordinance (LWO) in accordance with §409.B of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. A Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance (LWO), Service Contractor Worker Retention (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement.
- G. A Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.

- H. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with §§10.41, and 10.50 of the LAAC, respectively and PSC-33 and PSC-44 of Exhibit F Standard Provisions for City Contracts which Exhibit F is attached hereto and incorporated herein by this reference.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §405.B of the Agreement.

2. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022, with an option to extend for up to two (2) additional, one-year terms. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §404 of this Agreement.

§202. Services to be Provided by the Contractor

A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by the HCID, the City of Los Angeles, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.

1. Contractor shall operate a HOPWA Tenant Based Rental Assistance ***and* Project Based Rental Assistance -or- Other Supportive Services** program in accordance with the contract policies established by the HCID, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
2. Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
3. Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by HCID.

4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. Contractor and subcontractors shall adhere to the provisions of this Agreement.

B. Contractor General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including sub-contracts to which participants have been referred to, in accordance with §203 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to HCID all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas as identified in the Request for Proposal (RFP) and non-English speaking persons. Contractors shall provide housing and/or related services to diverse communities and vulnerable HIV subpopulations, including but not limited to people of color, Men who have Sex with Men (MSM), LGBTQ+, homeless, chronically homeless, at-risk of homelessness, persons living with chemical addiction, persons living with mental illness, seniors, veterans, persons who have been incarcerated, and persons who are undocumented.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors, in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and incorporated herein by this reference.
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;

12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Indemnification and Insurance Requirements, in accordance with §404 of this Agreement, and PSC-18 of Exhibit F as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility:

a. Administrative Office Location:

Street Address, Suite # (if applicable)

City, State, Zip Code

Hours of Operation:

b. Program Manager or Primary Contact Person

Name & Title:

Phone:

Email:

c. Program Sites/Location:

Client services shall be provided at the locations and days/hours listed in Exhibit H which will include the Contractor's Administrative Office, all Contractor offices providing client services, co-location sites, and subcontractor services, including

crisis housing. It should also list mobile teams and each team's sites and weekly schedule, if applicable.

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by the HCID using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
3. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by the HCID and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by HCID.

F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit I. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by the HCID, that is the end result of all clients at the end of the program year and assists the HCID in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.

3. Contractor agrees to use and enter data into the system developed by the HCID for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.
2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to the HCID pursuant to such grievance procedures.

H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to the HCID within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by the HCID. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist the HCID in assessing the Contractor's program.

I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

1. Documentation of Low-Income
 - a. Very Low Income is defined as at or below 50% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
 - b. Income eligibility shall be determined using the method and forms provided by the HCID.
 - c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.
2. Documentation of HIV/AIDS must include one of the following:

- a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
 - b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
 - c. Other relevant federal program records verifying HIV/AIDS status with HCID approval.
 - d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
 4. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by the HCID before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by HCID.

J. Record Keeping

1. Contractor will maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed Initial Assessment and Housing Plan (IAHP) and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the data base as required or requested by the HCID. Contractor will use the system developed by the HCID for recording and tracking clients.
3. Contractor will ensure that all client information, documentation, and records must be maintained in a confidential manner, in accordance with HOPWA and federal regulations.

K. Administrative Requirements

1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number of clients served, crisis beds provided, etc. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to HCID.

2. Reporting

Contractor shall be required to track and report to HCID, using the HCID approved client-centered database, all client activities including but not limited to intake/assessment, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

3. Procurement

Contractor shall conduct a procurement process for crisis housing providers, legal services, resident service coordination, STRMU/PHP services, training module, and animal support and advocacy, for which a subcontractor may perform the service. Crisis housing, resident service coordination, STRMU/PHP, and animal support and advocacy can be provided by the Contractor and/or a subcontractor. The minimum procurement process is described in Exhibit G – Subcontract and Procurement Procedures.

4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above, subject to the review and approval of the City Attorney as to form and legality.

L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.

3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. HCID and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, etc. (Link for locating DHSP medical provider(s) per geographic area: [HRSA - Find Ryan White Medical Provider](#)).
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to PLWHA who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

§203. **General Program**

§204. **Policies and Procedures**

Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to HCID for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: Housing and Supportive Services. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
 1. Program location, hours, staffing, and supervision.
 2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by HCID.
 3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and HCID approval).
 4. How clients will be evaluated by appropriately trained staff for supportive service needs.
 5. **IAHP** requirements using the HCID approved common form.
 6. Documentation required to be in the file (e.g., **IAHP**, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at intake and exit, etc.).
 7. Timelines for providing services, housing location, and any other required program activities.
 8. Identification and outreach to underserved and most vulnerable populations.
 9. Staff training.
 10. Vendor solicitation, requirements, and contracting, as applicable.

11. Referral agency MOUs as applicable.
 12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
 2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to HCID.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD’s HOPWA Grantee Oversight Resource Guide, Updated in 2010.
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.
- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

§205. Staffing

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff resumes will be submitted to HCID concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. The Coordinator will also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the **IAHP** with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.
- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, etc. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

§206. Confidentiality

- A. Pursuant to 24 C.F.R. §574.440, Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's

file and forwarded to the agency, organization and/or entity receiving the client's information.

§207. Infection Controls

- A. Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, TB screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

§208. 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.

3. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed **Dollar Amount (\$###,###)**. The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, July 1, 2021 to June 30, 2022, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
 1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
 2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.

3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

C. Agency's Share (The Match)

Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.

- E. Contractor shall submit a monthly invoice to City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with HCID approval Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from HCID.

§302. Payment to the Contractor

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by

the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.

- B. The 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 Contractor shall not be reimbursed through this Agreement.

§303. Advance Payments

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following condition shall apply:

- A. The City may permit an advance payment based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.
- B. Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to Contractor and as set forth by a written amendment.

§304. Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs 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 this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether 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 to be in accordance with standard accounting procedures.
 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.
- C. The following costs, among others, are specifically unallowable:
1. Bad Debts: Any losses arising from uncollectable 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 borrowing (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. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.

9. 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.

10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.

D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

§305. Return of Unexpended Funds and Close-Outs

A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.

B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

§306. Validity of Financial Documentation Submissions

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). 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 by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

§307. Receipt, Use and Accountability of Other Than Budgeted Funds

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

§308. Deposit, Utilization and Commingling Funds

A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

§309. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§310. Acknowledgment for Submitting False Claim for Payment

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit F, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit F, are to be resolved by applying the more restrictive provisions. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§401. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§402. 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 §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §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 §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 identity, 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 §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§403. Equal Employment Practices

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- E. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§404. Insurance

A. General Conditions

- 1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 the 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 coverages; 2) provide the 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; 3) be primary with respect to the City's insurance plan. Except when the City is a named

insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. 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 of the City of Los Angeles 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 <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement 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 the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations 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.
2. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement 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

1. 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.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§405. 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/sub-contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No agreements and/or amendments will be executed without the City's approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

- b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and 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 (5%) or more; ownership of five percent (5%) 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 Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The 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).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

- I. The 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.
- J. The 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 (1) year thereafter.
- K. The 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".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§406. Compliance with State and Federal Statutes and Regulations

A. 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 the 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.

1. Statutes and Regulations Applicable To All Grant Contracts

a. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB)

Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; 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.

(3) 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. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §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 and effective communication to all of its programs, services and activities.
- (d) 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.
- (e) 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.
- (f) Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) 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) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached

hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, 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, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, 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.

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) 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, retain and audit said records. Records, 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract

and Procurement. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

(8) 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 provision of the Davis-Bacon Act (40 U.S.C. §§276a-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 subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, 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 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (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 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower- income housing be replaced “one-for-one.”

(11) Environmental

- (a) 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); (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.1368).
- (b) 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.
- (c) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (e) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 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 USC 13212).
- (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 (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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, Exhibit B attached hereto, required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. 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.

(14) Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67; the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

(16) Faith Based Activities

Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

(a) Contractor must 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.

- (b) 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.

(18) American-Made Equipment Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (19) 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 Particular Grant

- 1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Statues 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 me 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 C.F.R. §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.
 - (1) 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 C.F.R. §570.3.

D. Travel Expenses.

Travel must be approved in advance by HCID and included in the Budget. The Contractor as provided herein shall be compensated for Contractor’s reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. Contractor’s total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from HCID.

§407. Federal, State and Local Taxes

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

§408. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

- 1. 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, 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 (U.S. Department of Labor.) 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 C.F.R. 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 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 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

1. City/State 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. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each 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 government 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. The Contractor shall comply with 29 C.F.R. 97.34.

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 C.F.R. 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 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: the 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

1. 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 C.F.R. 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 or 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 or 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 Contract. 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 Contract. 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 Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the 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 or indirectly from this Contract or any subcontract.
6. The requirement for 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 C.F.R. 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 Contract. 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 sublicense 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 Contract 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 Contract 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 Contract.
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

1. With respect to inventions made by Contractor in the performance of this Contract, 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 right, 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

1. 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/State's prior written approval; and (ii) granting to or obtaining for City/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, Its 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 of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, 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 of 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.
- g. City/State make no warranty that the intellectual property resulting from this subgrant 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/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 Contract. 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 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/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

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

§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit D. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.
- C. Any subcontract entered into by the Contractor relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the contract and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and

owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§410. Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

§411. Equal Benefits Ordinance

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Contract is subject to the applicable provisions of the EBO, §10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.
- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”
- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding

Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

§412. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§413. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§414. Warranty and Responsibility of Contractor

- A. 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.

- B. 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.
- C. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. 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.

§415. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this contract is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. Contractor shall, prior to the execution of the contract, provide the HCID a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract:
 - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
 - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
 - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.
- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the

following actions: terminate the contract, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.

- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

§416. COVID-19 Notification (If Applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order:

http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.

§417. 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.

§418. 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 as a result of a Federally-declared disaster or emergency. The "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. Recipients 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.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

§502. Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed

expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. 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.

§603. Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes **Number (##)** pages, and **Number (##)** exhibits, which 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.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

DRAFT

7. 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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Housing and Community Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

For:

Date: _____

By: _____
Name:
Title:

(Contractor's Corporate Seal)

By: _____
Name:
Title:

CFDA Number: HOPWA – 14.241

D-U-N-S® Number: XXXXXXXXXXXX

City Business License Number: XXXXXXXXXXXX

Internal Revenue Service ID Number: XXXXXXXXXXXXX

Council File Numbers: #-####

Date of Approvals: Month Day, Year (Council) & Month Day, Year (Mayor)

Said Agreement is Number _____ of City Contracts.

EXHIBIT A
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: Legal Name of Contractor Date: 9/15/2020 (received from CAO-RM)

Agreement/Reference: HOPWA Opportunities for Persons with AIDS (HOPWA) RFP

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
<input checked="" type="checkbox"/>	Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$ 1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<input checked="" type="checkbox"/>	General Liability	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Automobile Liability	\$ _____
	(for any and all vehicles used for this contract, other than commuting to/from work)	
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	<u>\$ 1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<input type="checkbox"/>	Property Insurance	\$ _____
	(to cover replacement cost of building -as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<input type="checkbox"/>	Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/>	Crime Insurance	\$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California;
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Housing Opportunities for Persons with AIDS (HOPWA) agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME: Marissa Zavala
CITY AGENCY: Los Angeles Housing Dept.
ADDRESS: 1200 W. 7 th Street, 4 th Flr Los Angeles, CA 90017
EMAIL: marissa.zavala@lacity.org

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

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 **ACORD 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 Acord 25 Certificate or edit the existing Acord 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), 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 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT B

**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, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C
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 sub-awards 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 §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: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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 (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_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

“§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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities 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) 847-1922 — Fax: (213) 847-2777

Rev. 09/17

AGREEMENT NUMBER: _____

Legal Name of Contractor

CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
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: _____

Legal Name of Contractor
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**ERROR!
BOOKMARK NOT DEFINED.**

PSC – 3. TIME OF EFFECTIVENESS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 4. INTEGRATED CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 5. AMENDMENT **ERROR! BOOKMARK NOT DEFINED.**

PSC – 6. EXCUSABLE DELAYS..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 7. WAIVER **ERROR! BOOKMARK NOT DEFINED.**

PSC – 8. SUSPENSION..... 2

PSC – 9. TERMINATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 10. INDEPENDENT CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 11. CONTRACTOR’S PERSONNEL **ERROR! BOOKMARK NOT DEFINED.**

PSC – 12. ASSIGNMENT OR DELEGATION **ERROR! BOOKMARK NOT DEFINED.**

PSC – 13. PERMITS 6

PSC – 14. CLAIMS FOR LABOR AND MATERIALS **ERROR! BOOKMARK NOT
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PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS **ERROR! BOOKMARK
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PSC – 17. BONDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 18. INDEMNIFICATION 7

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION**ERROR! BOOKMARK NOT
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PSC – 20. INTELLECTUAL PROPERTY WARRANTY..... **ERROR! BOOKMARK NOT
DEFINED.**

PSC – 21. OWNERSHIP AND LICENSE..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 22. DATA PROTECTION..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 23. INSURANCE 9

PSC – 24. BEST TERMS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

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PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE 12

PSC – 36. IRAN CONTRACTING ACT..... **ERROR! BOOKMARK NOT DEFINED.**

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS
ERROR! BOOKMARK NOT DEFINED.

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 12

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR **ERROR! BOOKMARK NOT DEFINED.**

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS **ERROR! BOOKMARK NOT DEFINED.**

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164 ..**ERROR! BOOKMARK NOT DEFINED.**

PSC – 42. POSSESSORY INTERESTS TAX..... 14

PSC – 43. CONFIDENTIALITY **ERROR! BOOKMARK NOT DEFINED.**

PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 13

PSC – 45. CITY’S ADDITIONAL REMEDIES **ERROR! BOOKMARK NOT DEFINED.**

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK **ERROR! BOOKMARK NOT DEFINED.**

PSC – 47. WORK NOT IN SCOPE OF SERVICES 14

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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 the City or Contractor. The word “Contractor” herein in this contract includes the party or parties identified in the contract. The singular shall include the plural; if there is more than one Contractor herein, unless expressly stated otherwise, their obligations and liabilities hereunder 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 the 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 must be in writing and 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 OR 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 contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

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

PSC – 22. DATA PROTECTION

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process,

throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. 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 IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 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. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. CITY'S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the

unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

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EXHIBIT G
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:
 - (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) 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. 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 §405 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**

**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.

i. 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.
- ii. 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:

- i. 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;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. 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:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. 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

- i. 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.
- ii. 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.
- iii. 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.

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EXHIBIT H – PROGRAM SITES AND LOCATION

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EXHIBIT I – PROGRAM GOALS AND OUTCOMES

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FIRST AMENDMENT
TO AGREEMENT NO. C-138232 OF CITY OF LOS ANGELES CONTRACTS
BETWEEN
CITY OF LOS ANGELES
AND
ALLIANCE FOR HOUSING AND HEALING
RELATING TO THE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
SHORT TERM RENT, MORTGAGE, AND UTILITY ASSISTANCE (STRMU)

THIS FIRST AMENDMENT to Agreement Number C-138232 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Alliance for Housing and Healing, a California non-profit corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall coordinate short-term rent, mortgage, and utility assistance (STRMU) under the HOPWA Program for persons living with HIV/AIDS and their families, said Agreement effective October 1, 2020, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, this Amendment is necessary and proper to continue this HOPWA program and to ensure uninterrupted services; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and Mayor (refer to Council File Number XX-XXX, authorized by City Council on XXX ##, 2021, and approved by the Mayor on XXX ##, 2021), which authorized the General Manager of the Los Angeles Housing Community and Investment Department (HCID) to prepare and execute an amendment to the Agreement for the purpose of: a) extending the term of the Agreement for an additional twelve (12) months for a new ending date of September 30, 2022; and b) making other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment.

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

FIRST AMENDMENT

- §1. Amend Section 201, Time of Performance, to delete the current ending date of “September 30, 2021” and replace it with “September 30, 2022.”

This Amendment adds an additional twelve (12) months for a total term of twenty-four (24) months.

- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

- §3. 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. Alternatively, this Amendment may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

APPROVED AS TO FORM:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Los Angeles Housing and Community
Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Executed this _____ day of _____, 2021

Date: _____

For: Alliance for Housing and Healing, A
California Non-profit corporation

(Contractor's Corporate Seal)

By: _____
Terry D. Goddard II
Executive Director

D-U-N-S Number: 610043135
City BTRC Number: 0000824452
Internal Revenue Service Number: 95-4147364
CFDA Number: HOPWA 14.241
FAIN ID: CAH20-FHW005

Council File Number	Contract/Amendments	Mayoral Approval Dates
19-1204-S1	Original Contract	November 16, 2020
XX-XXXX	First Amendment	XXX ##, 2021

Said Agreement is Number C-138232 of City Contracts 1st Amendment.