

MARIELLA FREIRE-REYES
INTERIM GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



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

ERIC GARCETTI
MAYOR

June 13, 2022

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

Honorable Councilmembers:

**REQUEST APPROVAL OF THE AREA PLAN BUDGET AP-2223-25 AND
SENIOR AND FAMILY CAREGIVER SERVICES CONTRACTS FOR FY 2022-23**

The City of Los Angeles Department of Aging (LADOA) requests City Council and Mayoral approval to accept the Area Plan Budget AP-2223-25 and Senior Family Caregiver Services Contracts for FY 2022-2023, in accordance with ED3, see enclosed ED3 waiver.

If you have any questions regarding this matter, please contact Stewart Young at (213) 482-7246.

Sincerely,


Mariella Freire-Reyes (Jun 13, 2022 18:04 EDT)

MARIELLA FREIRE-REYES, MPA
Interim General Manager

MFR:at:gdn/AP 2223-25 New Year Transmittal ED3 City Council Cover Letter (Waiver)

cc: City Attorney
City Administrative Officer

TRANSMITTAL

TO
Department of Aging

DATE
06/13/2022

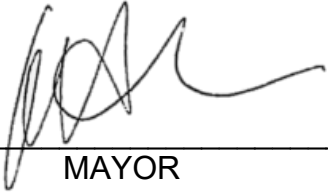
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**APPROVAL OF REQUEST FOR APPROVAL OF THE AREA PLAN BUDGET AP-2223-25 AND
SENIOR AND FAMILY CAREGIVER SERVICES CONTRACTS FOR FY 2022-23**

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Andre Herndon for)

MARIELLA FREIRE-REYES
INTERIM GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

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

Date: June 8, 2022

To: Honorable Eric Garcetti, Mayor
City of Los Angeles

Attention: Heleen Ramirez, Legislative Coordinator

From: Mariella Freire-Reyes, Interim General Manager
Department of Aging

REQUEST APPROVAL OF THE AREA PLAN BUDGET AP-2223-25 AND SENIOR AND FAMILY CAREGIVER SERVICES CONTRACTS FOR FY 2022-23

CONSIDERATION

The Los Angeles Department of Aging (LADOA) is requesting authority to accept \$21,154,959 of Older Americans Act (OAA) funding from the California Department of Aging (CDA) for the delivery of senior and family caregiver services, approve Area Plan Budget AP-2223-25 (Attachment 1), authorize Interim General Manager of LADOA, or designee, to execute Standard Agreement AP-2223-25 with CDA (Attachment 2), and approve the execution of contracts (pro-Formas) (Attachments 3A through 3F) for the delivery of senior service and family caregiver program with incumbent service providers.

NARRATIVE

ONE YEAR CONTRACT AGREEMENTS FOR OAA PROGRAMS AND SERVICES

On September 5, 2018, the Mayor and City Council authorized LADOA to release several Request for Proposals (RFPs) seeking qualified contractors to provide senior services through the operation of multipurpose centers (MPCs) or at designated facilities (C.F. 18-0804) for a total contract term of four years. In December 2019, LADOA was authorized to execute contracts for OAA programs for a term of one year, beginning July 1, 2019 through June 30, 2020, with three one-year renewal options (C.F. 19-0615).

Furthermore, the City Council and Mayor authorized LADOA to execute new one-year contract agreements with each existing Contractor in lieu of contract renewals since extending contracts over four Fiscal Years causes undue complications for LADOA accounting staff and external auditors. Staff have an easier time tracking and expending grant funds according to CDA guidelines when a new contract is executed each year, instead of extending existing contracts, under the approved contract term length.

LADOA requests authorization to exercise the third and final contract extension and execute contracts (Attachments 3A-3D) for the period beginning July 1, 2022 through June 30, 2023 for senior social and nutrition services, elder abuse prevention, disease prevention/health promotion and the senior transportation program. These programs are funded by the OAA, Proposition A and General City Purpose funds allocated in the adopted FY 2022-2023 City Budget. The following two tables, Table 1 and 2, display the funding available per funding source, Aging Service Area (ASA) and respective service provider (Contractor), and the amount of funding allocated per contractor.

Table 1 – Senior and Family Caregiver Services Program Funding

Funding Sources for Proposed Contracts	Amount
CDA General and OAA Funds – Contractual and Direct Services	\$19,902,491
CDA General and OAA Funds – Administration	\$1,252,468
Sub-Total	\$21,154,959
Prop A Local Transit Assistance Fund, Senior Citywide Scrip Program (C.F. No. 21-0600)	\$3,708,000
General City Purposes Funds, Home Delivered Meals for Seniors (C.F. No. 21-0600)	\$2,667,230
General City Purposes Funds, Congregate Meals for Seniors (C.F. No. 21-0600)	\$813,615
General City Purposes Funds, Aging Programs, Various (C.F. No. 21-0600)	\$95,453
Total Funding Available	\$28,439,257

Table 2 – Funding Allocations per Contractor and Aging Service Area

Contractor	Service/Aging Service Area	Year 4 Funding
Social Services Programs		
Jewish Family Services	MPC/West Wilshire ASA	\$1,353,100
Jewish Family Services	MPC/Westside ASA	\$1,336,474
Mexican American Opportunity Foundation	MPC/Eastside ASA	\$1,884,139
ONEgeneration	MPC/Southwest Valley ASA	\$1,970,536
San Fernando Valley Interfaith Council	MPC/Mid-Valley ASA	\$1,548,446
San Fernando Valley Interfaith Council	MPC/Northeast Valley ASA	\$1,366,525
San Fernando Valley Interfaith Council	MPC/Northwest Valley ASA	\$1,491,801
San Fernando Valley Interfaith Council	MPC/Southeast Valley ASA	\$1,297,032
St. Barnabas Senior Center of Los Angeles	MPC/City ASA	\$2,111,937
St. Barnabas Senior Center of Los Angeles	MPC/Northside ASA	\$1,651,224
Watts Labor Community Action Committee	MPC/Central ASA	\$1,467,677
Watts Labor Community Action Committee	MPC/South Los Angeles ASA	\$1,249,792
Watts Labor Community Action Committee	MPC/Southwestern ASA	\$1,401,937
Watts Labor Community Action Committee	MPC/West Adams ASA	\$1,302,386
Wilmington Jaycees Foundation	MPC/Harbor ASA	\$1,058,207
Single Room Occupancy Corporation	Hotel Alert/Central Business District	\$470,444

Citywide Social Services Programs		
Bet Tzedek Legal Services	Title III-B Legal Services/Citywide	\$258,756
Consultant Nutrition Services	Regional Nutritionist/Citywide	\$412,970
Jewish Family Services OASIS	Information and Senior Activities/Citywide	\$36,582
LTSC Community Development Corporation	Information and Assistance/Citywide	\$60,746
Mexican American Opportunity Foundation	Information and Assistance/Citywide	\$60,746
Partners in Care Foundation	Disease Prevention/Health Promotion/Citywide	\$239,114
WISE and Healthy Aging	Ombudsman/Elder Abuse/Citywide	\$1,110,890
Family Caregiver Support Program		
Alzheimer's Association of Los Angeles	Family Caregiver Support/Citywide	\$150,733
Bet Tzedek Legal Services	Legal Svcs/Family Caregiver Support/Citywide	\$145,551
Special Services for Groups	Family Caregiver Support/Citywide	\$285,652
St. Barnabas Senior Center of Los Angeles	Family Caregiver Support/Citywide	\$285,652
Wilmington Jaycees Foundation	Family Caregiver Support/Citywide	\$25,911
	Total Contract Funding	\$26,034,960

MINI-MPC AT ECHO PARK, ESTELLE VAN METER, AND LGBTQ

The Mini-MPCs provide scaled-down senior and family caregiver services that may include the following:

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

LADOA currently has three Mini-MPCs providing services to constituents and are operated by three different Contractors in accordance with C.F.s 19-0727, 16-0345-S8, and 11-0586-S4. The 2022-2023 City Budget allocates funding in the General Funds for the continued operation of the existing Mini-MPCs (C.F. 22-0600). LADOA requests authorization to execute a contract (Attachment 3A) with each of the Mini-MPC service providers for the period beginning July 1, 2022 through June 30, 2023 per Table 3 below.

Table 3 – Mini-Multipurpose Center Funding per Contractor

Contractor	Mini-MPC Location	Year 4 Funding
St. Barnabas Senior Center of Los Angeles	Echo Park Mini-MPC	\$450,000
Watts Labor Community Action Committee	Estelle Van Meter Mini-MPC	\$450,000
Los Angeles LGBT Center	LA LGBT Center Mini-MPC	\$450,000
Total General City Purpose Funding		\$1,350,00

EVIDENCE BASED PROGRAMS

In December 2019, LADOA was given authority to contract with service providers for the delivery of Evidence Based Program (EBP) services throughout the 15 ASAs within the City of Los Angeles (C.F. 11-1896). Service providers were selected through a RFP procurement process with an initial one-year term beginning July 1, 2020 through June 30, 2021 with three one-year renewal options. In addition, LADOA awarded Partners in Care Foundation a non-competitive contract for the citywide EBP Technical Assistance Service since they are the statewide designated provider by the California Department of Aging as well as the national designated provider by the federal Office of Community Living/Administration on Aging.

The City Council and Mayor have approved funding of the EBP through the General City Purpose funding (C.F. 22-0600) and the Community Development Block Grant (CDBG) under Program Year 48 of the Housing and Community Consolidated Plan (Con Plan) for Fiscal Year 2022-2023. The CDBG amounts in table 4 for the Evidence Based Program reflects the CDBG contract amounts and contracting authority submitted by the Communities and Investments for Families Department (CIFD) through Council in C.F. 21-1186-S1, which is pending Council approval. LADOA requests authorization to negotiate and execute contracts (Attachment 3E) with the EBP service providers for the period beginning July 1, 2022 through June 30, 2023 per Table 4 below when Council approval is received.

Table 4 – Evidence Based Program Funding Allocation

Contractor	Aging Service Area	GCP Funding	CDBG Funding	Total Funding
Jewish Family Services	6, 7	\$112,500	\$37,500	\$150,000
Mexican American Opportunity Foundation	9	\$56,250	\$18,750	\$75,000
ONEgeneration	3	\$56,250	\$18,750	\$75,000
San Fernando Valley Interfaith Council	1, 2, 4, 5	\$225,000	\$75,000	\$300,000
St. Barnabas Senior Center of Los Angeles	8, 10	\$112,500	\$37,500	\$150,000
Watts Labor Community Action Committee	11, 12, 13, 14	\$225,000	\$75,000	\$300,000
Wilmington Jaycees Foundation	15	\$56,250	\$18,750	\$75,000
Partners in Care Foundation	Citywide	\$4,248	\$17,197	\$21,445
	TOTAL	\$847,998	\$298,447	\$1,146,44

EMERGENCY ALERT RESPONSE SYSTEM (EARS)

There has been a rapidly expanding recognition of the benefits of providing maintenance and support services that enable vulnerable elderly and individuals with disabilities to remain in their own homes in safety, comfort and dignity for far longer than previously possible. The benefits are both individual and societal: measurably advancing individual

health status, safety and self-care competency, while decreasing premature institutionalization and the financial and social costs involved in this option.

The EARS program is designed to monitor the client's safety and provide client access to emergency crisis intervention for medical or personal safety/security needs through the provision of a digital, two-way, voice communication system. It enables an isolated senior to establish contact and obtain assistance in a medical or other emergency situation by means of an electronic communicator/transmitter. This device links the senior with a central call monitoring center that will arrange for emergency response services and monitor the senior until the emergency situation has been resolved.

In September 2018, the Mayor and City Council authorized LADOA to release a RFP seeking a service provider for the EARS program for a one-year term with three one-year extensions (C.F. 18-0802). Critical Signal Technologies Inc., subsequently acquired by Best Buy Health, Inc., was deemed the successful bidder. LADOA received CDBG funding for the EARS program as part of Program Year 45 Con Plan (C.F. 18-0968) for Fiscal Year 2019-20 and executed agreement C-133739 for a total compensation amount of \$127,154.

CDBG funding is identified in Program Year 48 Con Plan (C.F. 21-1186-S1) to continue the EARS program. LADOA requests authorization to exercise the third and final renewal option and amend Agreement C-133739 to extend the term of the agreement through June 30, 2023 for a not to exceed amount of \$172,154 and increase the total maximum compensation of the agreement to \$595,716 (Attachment 3F). This not to exceed contract amount reflects the contracting authority pending Council approval in C.F. 21-1186-S1.

RECOMMENDATIONS

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

1. **APPROVE** Area Plan Budget AP-2223-25 (Attachment 1);
2. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to execute Standard Agreement No. AP-2223-25 (Attachment 2), subject to review by the City Attorney as to form and legality;
3. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to allocate funding as outlined in Table 2 and Attachment 4;
4. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to execute FY 2022-23 contracts (Attachments 3A-3D, Pro Formas) as outlined in Table 2 and Attachment 4 with Older Americans Act service providers, subject to review by the City Attorney as to form and legality;
5. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to execute contracts in the amount of \$450,000 each with St. Barnabas Senior Services of Los Angeles, Watts Labor Community Action Committee, and Los Angeles LGBT Center

(Attachment 3A, Pro Forma) for the provision of senior services at Mini-MPC sites for Fiscal Year 2022-2023 as outlined in Table 3, subject to the review of the City Attorney for form and legality;

6. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to allocate General City Purpose funding as outlined in Table 4 for the provision of Evidence Based Programs;
7. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to execute FY 2022-23 contracts (Attachment 3E, Pro Forma) as outlined in Table 4 with Evidence Based Program contractors, subject to review by the City Attorney as to form and legality;
8. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to execute the Third Amendment to Agreement C-133739 with Best Buy Health, Inc., dba Critical Signal Technologies (Attachment 3F) to provide Emergency Alert Response System (EARS) program services, extending the term through June 30, 2023 and for a total not-to-exceed amount of \$595,716, using CDBG-Public Services and General City Purpose funding, subject to review by the City Attorney as to form and legality;
9. **AUTHORIZE** the Controller to disburse funds upon the submission of proper demand from the Interim General Manager of LADOA or designee;
10. **AUTHORIZE** the Interim General Manager of LADOA, or designee, to prepare Controller's Instructions and make any necessary technical adjustments that are consistent with the Mayor and Council actions on this matter, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement those instructions.
11. **AUTHORIZE** the Controller to:
 - A. Establish new accounts and appropriate funds within the Area Plan for the Aging Title III Fund Number 395 as follows:

Account No.	Account Title	Amount
02W102	Aging	\$ 62,790
	Social Services III B	\$ 4,004,657
02WA02	Congregate Meals III C1	\$ 4,370,898
02WA04	Home Delivered Meals III C2	\$ 7,796,132
02WA06	Preventive Health III D	\$ 239,114
02WA07	NSIP Congregate Meals III C1	\$ 485,910
02WA08	NSIP Home Delivered Meals III C2	\$ 501,130
02WA09	Family Caregiver Support Prog III E	\$ 893,499
	TOTAL	\$ 18,354,130

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

Account No.	Account Title	Amount
02WB01	Ombudsman VII A Prog.	\$ 90,868
02WB02	Elder Abuse Prevention	\$ 46,666
	TOTAL	\$ 137,534

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

Account No.	Account Title	Amount
02W220	City Ride Program	\$ 3,708,000

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

Account No.	Account Title	Amount
02WC02	SNF Quality and Accountability	\$152,805
02WC03	State Health Facilities Citation Penalties Act	\$ 136,814
02WC04	Public Health LCPF	\$ 32,169
	TOTAL	\$ 321,788

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

Account No.	Account Title	Amount
001010	Salaries – General	\$ 98,973
001070	Salaries – As needed	(\$ 128,393)
002120	Printing & Binding	(\$ 1,013)
003040	Contractual Services	(\$ 5,000)
006010	Office & Adm expenses	\$ 98,223
	TOTAL	\$ 62,790

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

- G. Establish new accounts and appropriate \$600,000 within the Senior Human Services Program Fund Number 42J as follows:

Account No.	Account Title	Amount
02W102	Aging	\$ 129,399
02W332	EARS	\$ 172,154
02W340	Evidence Based Programs	\$ 298,447
	TOTAL	\$ 600,000

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

	Fund	Dept	Account No.	Account Title	Amount
From:	47J	02	02W102	Aging	\$ 129,399
To:	100	02	001010	Salaries - General	\$ 102,136
	100	02	002120	Printing & Binding	\$ 2,000
	100	02	003040	Contractual Services	\$ 16,998
	100	02	006010	Office & Admin Exp	\$ 8,265
				Total	\$ 129,399

FISCAL IMPACT STATEMENT

The proposed actions authorize LADOA to execute contracts for older adult programs and services funded with Proposition A funds, Older Californians Act funds, Federal Older Americans Act Funds (including Title III/VII, Title III E Family Caregiver, and Ombudsman Program funds), Community Development Block Grant funds and General City Purpose funds. Adoption of report recommendations will result in no material impact on the General Fund.

Sincerely,


Mariella Freire-Reyes (Jun 8, 2022 18:19 PDT)

Mariella Freire-Reyes
Interim General Manager

Attachments

cc: City Attorney
City Administrative Officer

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 04/2022)



Page 1 of 14

TITLE III ADMIN AND TITLE III PROGRAMS COSTS SUMMARY

BUDGET PERIOD: July 1, 2022 - June 30, 2023		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
AAA DIRECT SERVICE COST CATEGORIES		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	(g) Total Title III	
1. Personnel	CASH	1,717,753	718,166	0	0	0	998,635	3,434,554	
(+)	IN-KIND	0	0	0	0	0	0	0	
2. Staff Travel	CASH							0	
(+)	IN-KIND							0	
3. Staff Training	CASH							0	
(+)	IN-KIND							0	
4. Property / Equipment \$5,000 or more**	CASH	0	0	0	0	0	0	0	
(+)	IN-KIND							0	
5. Supplies	CASH							0	
(+)	IN-KIND							0	
6. Vendor / Consultant Agreements	CASH							0	
(+)	IN-KIND							0	
7. Food Costs	CASH							0	
(+)	IN-KIND							0	
8. Other Costs	CASH	100,000						100,000	
(+)	IN-KIND							0	
9. Allocated Costs*	CASH							0	
(+)	IN-KIND							0	
10. AREA AGENCY DIRECT COSTS	CASH	1,817,753	718,166	0	0	0	998,635	3,534,554	
(=)	IN-KIND	0	0	0	0	0	0	0	
11. Indirect Costs	CASH							0	
(+)	IN-KIND	345,855	144,597				201,067	691,519	
12. TOTAL AREA AGENCY COSTS	CASH	1,817,753	718,166	0	0	0	998,635	3,534,554	
(=)	IN-KIND	345,855	144,597	0	0	0	201,067	691,519	
13. Subrecipient Contractor Services	CASH		4,004,657	4,980,250	8,361,717	239,114	893,499	18,479,237	
(+)	IN-KIND		353,399	581,478	982,498	0	0	1,917,375	
14. TOTAL TITLE III	CASH	1,817,753	4,722,823	4,980,250	8,361,717	239,114	1,892,134	22,013,791	
(=)	IN-KIND	345,855	497,996	581,478	982,498	0	201,067	2,608,894	
15. TOTAL CASH & IN-KIND		2,163,608	5,220,819	5,561,728	9,344,215	239,114	2,093,201	24,622,685	

Payment Method: Reimbursement ☐ Advance ☒

Federally Approved Indirect Cost Rate(s): Fringe Benefits [Cash]: 49.05%, Central Services [In-Kind]: 30.01%

AREA PLAN BUDGET APPROVAL

FOR STATE USE ONLY			
Program Fiscal Team Analyst:	Date	Program Fiscal Team Manager:	Date
<i>Melissa Porcayo</i>	<i>06/01/22</i>	<i>Andrew Sachs</i>	<i>6/1/22</i>

* Must submit allocation plan with Area Plan Budget

** Property / Equipment with per unit cost of \$5,000 or more, as well as items specified in Exhibit D, Article VII. Property, will autofill from page 14.

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

TITLE VII, SPECIAL OMBUDSMAN AND TOTAL COSTS SUMMARY

BUDGET PERIOD: July 1, 2022 - June 30, 2023		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-2223-25	DATE: 5/27/22	PSA # 25		
AAA DIRECT SERVICE COST CATEGORIES		(a) VII Ombudsman	(b) VII Elder Abuse Prev	(c) Total Title III & VII	(d) Ombudsman PH L&C	(e) Ombudsman SHF Cit. Pen.	(f) Ombudsman SNFOAF	(g) Total Area Plan
1. Personnel	CASH	0	0	3,434,554	0	0	0	3,434,554
(+)	IN-KIND	0	0		0	0	0	0
2. Staff Travel	CASH			0				0
(+)	IN-KIND			0				0
3. Staff Training	CASH			0				0
(+)	IN-KIND			0				0
4. Property / Equipment \$5,000 or more**	CASH	0	0	0	0	0	0	0
(+)	IN-KIND			0				0
5. Supplies	CASH			0				0
(+)	IN-KIND							0
6. Vendor / Consultant Agreements	CASH			0				0
(+)	IN-KIND			0				0
7. Food Costs	CASH			0				0
(+)	IN-KIND			0				0
8. Other Costs	CASH			100,000				100,000
(+)	IN-KIND			0				0
9. Allocated Costs*	CASH			0				0
(+)	IN-KIND			0				0
10. AREA AGENCY DIRECT COSTS	CASH	0	0	3,534,554	0	0	0	3,534,554
(=)	IN-KIND	0	0	0	0	0	0	0
11. Indirect Costs	CASH			0				0
(+)	IN-KIND			691,519				691,519
12.TOTAL AREA AGENCY COSTS	CASH	0	0	3,534,554	0	0	0	3,534,554
(=)	IN-KIND	0	0	691,519	0	0	0	691,519
13. Subrecipient Contractor Services	CASH	90,868	46,666	18,616,771	32,169	136,814	152,805	18,938,559
(+)	IN-KIND			1,917,375				1,917,375
14.TOTAL AREA PLAN	CASH	90,868	46,666	22,151,325	32,169	136,814	152,805	22,473,113
(=)	IN-KIND	0	0	2,608,894	0	0	0	2,608,894
15.TOTAL CASH & IN-KIND		90,868	46,666	24,760,219	32,169	136,814	152,805	25,082,007

* Must submit allocation plan with Area Plan Budget

** Property / Equipment with per unit cost of \$5,000 or more, as well as items specified in Exhibit D, Article VII. Property, will autofill from page 14.

TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN FUNDING SUMMARY

BUDGET PERIOD: July 1, 2022 - June 30, 2023		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
SECTION A		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	(g) Total Title III	
1. Program Income	CASH		0	123,442	64,455	0	0	187,897	
2. NSIP	CASH			485,910	501,130			987,040	
3. Intentionally Blank	CASH							0	
4. Non-Matching Contributions	CASH		0	0	0	0	0	0	
	IN-KIND		0	0	0	0	0	0	
5. State Funds	CASH	100,000	587,788	841,167	4,993,317			6,522,272	
6. Matching Contributions	CASH	565,285	236,337	0	0	0	328,635	1,130,257	
	IN-KIND	345,855	497,996	581,478	982,498	0	201,067	2,608,894	
7. Federal Funding	CASH	1,152,468	3,898,698	3,529,731	2,802,815	239,114	1,563,499	13,186,325	
8. TOTAL TITLE III FUNDING	CASH	1,817,753	4,722,823	4,980,250	8,361,717	239,114	1,892,134	22,013,791	
	IN-KIND	345,855	497,996	581,478	982,498	0	201,067	2,608,894	
9. TOTAL CASH & IN-KIND		2,163,608	5,220,819	5,561,728	9,344,215	239,114	2,093,201	24,622,685	
SECTION B		(h) VII Ombudsman	(i) VII Elder Abuse Prev	(j) Total Title III & VII	(k) Ombudsman PH L&C	(l) Ombudsman SHF Cit. Pen.	(m) Ombudsman SNFQAF	(n) Total Area Plan	
10. Program Income	CASH			187,897				187,897	
11. NSIP	CASH			987,040				987,040	
12. Intentionally Blank	CASH			0				0	
13. Non-Matching Contributions	CASH			0				0	
	IN-KIND			0				0	
14. State Funds	CASH			6,522,272	32,169	136,814	152,805	6,844,060	
15. Matching Contributions	CASH			1,130,257				1,130,257	
	IN-KIND			2,608,894				2,608,894	
16. Federal Funding	CASH	90,868	46,666	13,323,859				13,323,859	
17. TOTAL AREA PLAN FUNDING	CASH	90,868	46,666	22,151,325	32,169	136,814	152,805	22,473,113	
	IN-KIND	0	0	2,608,894	0	0	0	2,608,894	
18. TOTAL CASH & IN-KIND		90,868	46,666	24,760,219	32,169	136,814	152,805	25,082,007	

MATCHING CONTRIBUTIONS & ADEQUATE PROPORTION COMPLIANCE

BUDGET PERIOD: July 1, 2022 - June 30, 2023 [X] ORIGINAL [] REVISION #				CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
SECTION A				SECTION B (may include Public Admin Match from Section A)					
AREA PLAN ADMINISTRATION MATCHING CONTRIBUTIONS				LOCAL PUBLIC AGENCIES MATCHING CONTRIBUTIONS					
Source	Cash	In-Kind	Total	Source	Cash	In-Kind	Total		
City of Los Angeles	565285	345855	911140	City of Los Angeles	565285	345855	911140		
			0				0		
			0				0		
			0				0		
			0				0		
TOTAL	565285	345855	911140	TOTAL	565285	345855	911140		

SECTION C				
MINIMUM MATCHING REQUIREMENTS COMPLIANCE				
ITEM	(a) Area Plan Admin	(b) Title III B & III C pooled	(c) Title III E Programs	(d) Total Min Matching
1. Costs to be Matched	2,063,608	12,468,790	2,093,201	16,625,599
2. Required Matching Percentages	25%	10.53%	25%	
3. Minimum Required Match	515,902	1,312,964	523,300	2,352,166
4. Match Budgeted (from Page 3)	911,140	2,298,309	529,702	3,739,151
5. Required Local Public Agencies Matching = Line 3 x 25%				588,042

<<< Compare to line 3
<<< Compare to Section B Total

SECTION D				SECTION E	
ADEQUATE PROPORTION CALCULATION				ADEQUATE PROPORTION CALCULATION FOR PRIORITY SERVICES	
Priority Services (Do not include OTO)	Federal Share			BUDGETED BASELINE FUNDS	
5. Information & Assistance	1,089,532			1. Total Supportive Services Federal Share	3,898,698
6. Case Management	1,194,824			2. Less III B Ombudsman Federal Share	60,763
7. Assisted Transportation	0			3. Less III B One-Time-Only	0
8. Transportation	0			4. Equals III B Supportive Services Base Allocation	3837935
9. Outreach	88,568			* Total Priority Service Federal Share Divided by III B Base (line 4)	
10. Comprehensive Assess.	248,773			^ As Approved in the Area Plan	
11. Health	18,064	Auto-calculated % of Baseline Funding	AAA - Enter Approved % from Area Plan		
12. Mental Health	0				
13. Public Information	0				
14. Total Access	2,639,761	68.8%	58.5		
15. Personal Care	97,207				
16. Homemaker	357,830				
17. Chore	75,960				
18. Visiting	93,073				
19. Respite Care	0				
20. Alzheimer's Day Care	0				
21. Residential Repairs/Mods.	0	Auto-calculated % of Base*	AAA - Enter Approved % from Area Plan		
22. Adult Day/Health Care	0				
23. Telephone Reassurance	38,819				
24. Total In-Home	662889	17.3%	15.5		
25. Legal Assistance	258,756	6.7%	5.5		

SECTION F				
OMBUDSMAN MAINTENANCE OF EFFORT CASH FUNDING COMPLIANCE				
Title III B OMBI	State IIIB OMBI	Title VII OMBI	State Special OMB	Total OMBI Cash
60,763	587,788	90,868	321,788	1,061,207

TRANSFER REQUESTS

BUDGET PERIOD: July 1, 2022 - June 30, 2023 ☒ ORIGINAL ☐ REVISION # CONTRACT NO.: AP-2223-25 DATE: 5/27/22 PSA # 25

NEW TRANSFERS REQUESTED IN THIS BUDGET

Federal Funds (OTO Funds cannot be transferred. Do not included OTO amounts in allocations below.)	Current Budget Display Allocations	Must Net Zero		New Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of Baseline exceeding: 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2 Justification:
		Increase (+)	Decrease (-)		
Area Plan Admin	1,152,468			1,152,468	
III B Ombudsman	60,763			60,763	
III B Program	3,337,935	500,000		3,837,935	
III C-1 Program	3,529,731			3,529,731	
III C-2 Program	3,302,815		500,000	2,802,815	
III E Program (See Budget Display limit)	1,563,499			1,563,499	
NSIP C-1 Congr Program	485,910			485,910	
NSIP C-2 Home Del Program	501,130			501,130	
TOTAL TRANSFERS (Must net zero)		500,000	(500,000)		
State Funds	Current Budget Display Allocations	Must Net Zero		New Budget Display Allocations	Justification: Provide justification for YTD Transfers of Baseline exceeding: 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2 Justification:
		Increase (+)	Decrease (-)		
State B Ombudsman	587,788			587,788	
State C-1 Program	841,167			841,167	
State C-2 Program	4,993,317			4,993,317	
TOTAL TRANSFERS (Must net zero)		0	0		

YTD Transfers included in this budget (Cumulative)

Federal Funds (OTO Funds cannot be transferred)		Must Net Zero		Optional Notes:
		Increase (+)	Decrease (-)	
Area Plan Admin	YTD Transfers Requested			
III B Ombudsman	YTD Transfers Requested			
III B Program	YTD Transfers Requested	500,000		
III C-1 Program	YTD Transfers Requested			
III C-2 Program	YTD Transfers Requested		500,000	
III E Program (See Budget Display limit)	YTD Transfers Requested			
NSIP C-1 Congr Program	YTD Transfers Requested			
NSIP C-2 Home Del Program	YTD Transfers Requested			
TOTAL TRANSFERS (Must net zero)		500,000	(500,000)	
State Funds		Must Net Zero		
		Increase (+)	Decrease (-)	
State B Ombudsman	YTD Transfers Requested			
State C-1 Program	YTD Transfers Requested			
State C-2 Program	YTD Transfers Requested			
TOTAL TRANSFERS (Must net zero)		0	0	



SCHEDULE OF PAID PERSONNEL COSTS ADMIN & TITLE III DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2022 - June 30, 2023				[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-2223-25						DATE: 5/27/22		PSA # 25	
POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Admin %	FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III C-2	FTE %	Direct III D	FTE %	Direct III E	FTE %	Total Title III
Accountant (2)	137,014	35.0%	47,955											35.0%	47,955
Accounting Clerk	54,684	35.0%	19,139											35.0%	19,139
Auditor I	91,350	65.0%	59,378											65.0%	59,378
Administrative Clerk	41,968	10.0%	4,197									60.0%	25,181	70.0%	29,378
Assistant General Manager	190,279	30.0%	57,084	7.0%	13,375									37.0%	70,459
Community Program Assistant III	71,388		0	60.0%	42,833							40.0%	28,555	100.0%	71,388
Executive Administrative Asst. III	100,516	10.0%	10,052	40.0%	40,206							50.0%	50,258	100.0%	100,516
General Manager	207,714	20.0%	41,543	15.0%	31,157								0	35.0%	72,700
Management Analyst (DSD)	97,500		0	60.0%	58,500							40.0%	39,000	100.0%	97,500
Management Analyst (6) PMD	585,000	70.0%	409,500											70.0%	409,500
Management Analyst (2) PLN	195,000	30.0%	58,500	15.0%	29,250									45.0%	87,750
Management Analyst (1) ADM	97,500	30.0%	29,250	25.0%	24,375									55.0%	53,625
Nutritionist	77,478	100.0%	77,478											100.0%	77,478
Principal Accountant II	129,831	40.0%	51,932											40.0%	51,932
Secretary	54,185	30.0%	16,256	30.0%	16,256							40.0%	21,674	100.0%	54,185
Social Worker III	128,077											100.0%	128,077	100.0%	128,077
Social Worker II	99,732											100.0%	99,732	100.0%	99,732
Social Worker I (3)	64,665			40.0%	25,866							60.0%	38,799	100.0%	64,665
Senior Accountant II	90,974	65.0%	59,133											65.0%	59,133
Senior Administrative Clerk (2)	132,900	10.0%	13,290	40.9%	54,361							49.1%	65,254	100.0%	132,905
Senior Management Analyst I PLN	119,000	10.0%	11,900	20.0%	23,800								0	30.0%	35,700
Senior Management Analyst I ADM	119,000	25.0%	29,750	10.0%	11,900								0	35.0%	41,650
Senior Management Analyst I PMC	119,000	35.0%	41,650		0								0	35.0%	41,650
Senior Management Analyst I DSD	119,000		0	50.0%	59,500							50.0%	59,500	100.0%	119,000
Senior Management Analyst II	132,942	35.0%	46,530	25.4%	33,725							39.6%	52,645	100.0%	132,899
Senior Systems Analyst I	111,500	30.0%	33,450	15.0%	16,725							55.0%	61,325	100.0%	111,500
Senior Auditor I	115,007	30.0%	34,502											30.0%	34,502
														0.0%	0
														0.0%	0
														0.0%	0
														0.0%	0
														0.0%	0
														0.0%	0
														0.0%	0
														0.0%	0
TOTAL SALARIES			1,152,468		481,829		0		0		0		670,000		2,304,297
PAYROLL TAXES															0
EMPLOYEE BENEFITS			565,285		236,337								328,635		1,130,257
TOTAL PAID PERSONNEL COSTS			1,717,753		718,166		0		0		0		998,635		3,434,554

See below for additional personnel lines if needed

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SCHEDULE OF PAID PERSONNEL COSTS TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2022 - June 30, 2023		[X] ORIGINAL [] REVISION #					CONTRACT NO.: AP-2223-25				DATE: 5/27/22		PSA # 25		
POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Direct VII Ombi	FTE %	Direct VII EAP	FTE %	Total Title III & VII	FTE %	Direct Ombi PH L&C	FTE %	Direct Ombi SHF Cit Pen	FTE %	Direct Ombi SNFQAF	Total FTE%	Total Area Plan
Accountant (2)	137,014					35.0%	47,955							35.0%	47,955
Accounting Clerk	54,684					35.0%	19,139							35.0%	19,139
Auditor I	91,350					65.0%	59,378							65.0%	59,378
Administrative Clerk	41,968					70.0%	29,378							70.0%	29,378
Assistant General Manager	190,279					37.0%	70,459							37.0%	70,459
Community Program Assistant III	71,388					100.0%	71,388							100.0%	71,388
Executive Administrative Asst. III	100,516					100.0%	100,516							100.0%	100,516
General Manager	207,714					35.0%	72,700							35.0%	72,700
Management Analyst (DSD)	97,500					100.0%	97,500							100.0%	97,500
Management Analyst (6) PMD	585,000					70.0%	409,500							70.0%	409,500
Management Analyst (2) PLN	195,000					45.0%	87,750							45.0%	87,750
Management Analyst (1) ADM	97,500					55.0%	53,625							55.0%	53,625
Nutritionist	77,478					100.0%	77,478							100.0%	77,478
Principal Accountant II	129,831					40.0%	51,932							40.0%	51,932
Secretary	54,185					100.0%	54,185							100.0%	54,185
Social Worker III	128,077					100.0%	128,077							100.0%	128,077
Social Worker II	99,732					100.0%	99,732							100.0%	99,732
Social Worker I (3)	64,665					100.0%	64,665							100.0%	64,665
Senior Accountant II	90,974					65.0%	59,133							65.0%	59,133
Senior Administrative Clerk (2)	132,900					100.0%	132,905							100.0%	132,905
Senior Management Analyst I PLN	119,000					30.0%	35,700							30.0%	35,700
Senior Management Analyst I ADM	119,000					35.0%	41,650							35.0%	41,650
Senior Management Analyst I PMD	119,000					35.0%	41,650							35.0%	41,650
Senior Management Analyst I DSD	119,000					100.0%	119,000							100.0%	119,000
Senior Management Analyst II	132,942					100.0%	132,899							100.0%	132,899
Senior Systems Analyst I	111,500					100.0%	111,500							100.0%	111,500
Senior Auditor I	115,007					30.0%	34,502							30.0%	34,502
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
0	0					0.0%	0							0.0%	0
TOTAL SALARIES			0		0		2,304,297		0		0		0		2,304,297
PAYROLL TAXES							0								0
EMPLOYEE BENEFITS							1,130,257								1,130,257
TOTAL PAID															
PERSONNEL COSTS			0		0		3,434,554		0		0		0		3,434,554

See below for additional personnel lines if needed

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CALIFORNIA
DEPARTMENT OF
AGING

SCHEDULE OF IN-KIND PERSONNEL COSTS ADMIN, TITLE III , VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

[illegible]

SCHEDULE OF DIRECT (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2022 - June 30, 2023		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share	
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind		
Supportive Services:									
Personal Care (In-Home)*									0
Homemaker (In-Home)*									0
Chore (In-Home)*									0
Adult Day/Health Care (In-Home)*									0
Case Management (Access)*									0
Assisted Transportation (Access)*									0
Transportation (Access)*									0
Legal Assistance*									0
Information & Assistance (Access)*	677,763					236,337	144,597		296,829
Outreach (Access)*									0
Ombudsman									0
Other Support Services:									
Program Development	25,000								25,000
Coordination	20,000								20,000
CARS Data Reporting	70,000								70,000
Alzheimer's Day Care (In-Home)*									0
Comprehensive Assessment (Access)*									0
Health (Access) *									0
Mental Health (Access) *									0
Public Information (Access)*									0
Residential Repairs/Modifications (In-Home)*									0
Respite Care (In-Home)*									0
Telephone Reassurance (In-Home)*									0
Visiting (In-Home)*									0
Cash/Material Aid									0
Community Education									0
Disaster Preparedness Materials									0
Employment									0
Housing									0
Interpretation/Translation									0
Mobility Management									0
Peer Counseling									0
Personal Affairs Assistance									0
Personal/Home Security									0
Registry									0
Senior Center Activities									0
Emergency Preparedness	70,000								70,000
Senior Center Staffing									0
Total IIB Other Support Services	185,000	0	0	0	0	0	0	0	185,000
Total Direct III B	862,763	0	0	0	0	236,337	144,597	0	481,829

*Denotes Priority Services

SCHEDULE OF SUBRECIPIENT CONTRACTED (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2022 - June 30, 2023		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share	
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind		
Supportive Services:									
Personal Care (In-Home)*	107,443						10,236	97,207	
Homemaker (In-Home)*	395,509						37,679	357,830	
Chore (In-Home)*	83,959						7,999	75,960	
Adult Day/Health Care (In-Home)*								0	
Case Management (Access)*	1,320,639						125,815	1,194,824	
Assisted Transportation (Access)*								0	
Transportation (Access)*								0	
Legal Assistance*	286,003						27,247	258,756	
Information & Assistance (Access)*	876,175						83,472	792,703	
Outreach (Access)*	97,894						9,326	88,568	
Ombudsman	648,551				587,788			60,763	
Other Support Services:									
Alzheimer's Day Care (In-Home)*								0	
Comprehensive Assessment (Access)*	274,969						26,196	248,773	
Health (Access) *	19,966						1,902	18,064	
Mental Health (Access) *								0	
Public Information (Access)*								0	
Residential Repairs/Modifications (In-Home)*								0	
Respite Care (In-Home)*								0	
Telephone Reassurance (In-Home)*	42,907						4,088	38,819	
Visiting (In-Home)*	102,874						9,801	93,073	
Cash/Material Aid								0	
Community Education								0	
Disaster Preparedness Materials								0	
Employment								0	
Housing								0	
Interpretation/Translation								0	
Mobility Management								0	
Peer Counseling								0	
Personal Affairs Assistance	43,648						4,158	39,490	
Personal/Home Security								0	
Registry								0	
Senior Center Activities	57,519						5,480	52,039	
Emergency Preparedness								0	
Senior Center Staffing								0	
Total Contracted IIIB Other Supp Svcs	541,883	0	0	0		0	0	51,625	490,258
Total Contracted IIIB	4,358,056	0	0	0		587,788	0	353,399	3,416,869
Total Direct IIIB (from Page 9)	862,763	0	0	0		0	236,337	144,597	481,829
Total III B	5,220,819	0	0	0		587,788	236,337	497,996	3,898,698

*Denotes Priority Services

4,004,657

SCHEDULE OF (III C-1 & III C-2) NUTRITION AND (III D) DISEASE PREVENTION & HEALTH PROMOTION PROGRAMS

BUDGET PERIOD: July 1, 2022 - June 30, 2023					[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25	
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	(d) Intentionally Blank	Non-Matching Contributions		(g) State Funds	Matching Contributions		(j) Federal Share		
					(e) Cash	(f) In-Kind		(h) Cash	(i) In-Kind			
III C-1 Congregate Programs												
Direct III C-1												
Congregate Meals											0	
Nutrition Counseling											0	
Nutrition Education											0	
Total Direct III C-1	0	0	0	0	0	0	0	0	0	0	0	
Subrecipient Contracted III C-1 Services												
Congregate Meals	5,351,171	123,442	485,910				841,167		563,478	3,337,174		
Nutrition Counseling											0	
Nutrition Education	210,557								18,000	192,557		
Total Contracted III C-1	5,561,728	123,442	485,910	0	0	0	841,167	0	581,478	3,529,731		
Total III C-1	5,561,728	123,442	485,910	0	0	0	841,167	0	581,478	3,529,731		
III C-2 Home Delivered Programs												
Direct III C-2												
Home-Delivered Meals											0	
Nutrition Counseling											0	
Nutrition Education											0	
Total Direct III C-2	0	0	0	0	0	0	0	0	0	0	0	
Subrecipient Contracted III C-2 Services												
Home-Delivered Meals	9,244,996	64,455	501,130				4,993,317		973,498	2,712,596		
Nutrition Counseling											0	
Nutrition Education	99,219								9,000	90,219		
Total Contracted III C-2	9,344,215	64,455	501,130	0	0	0	4,993,317	0	982,498	2,802,815		
Total III C-2	9,344,215	64,455	501,130	0	0	0	4,993,317	0	982,498	2,802,815		
III D Disease Prevention & Health Promotion Program												
Direct III D												
Dis Prev & Health Promotion											0	
Subrecipient Contracted III D Services												
Disease Prev & Health Promotion	239,114										239,114	
Total III D	239,114	0			0	0		0	0		239,114	

SCHEDULE OF FAMILY CAREGIVER SUPPORT PROGRAM SERVICES (III E)

BUDGET PERIOD: July 1, 2022 - June 30, 2023		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25
CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind	
Direct III E Family Caregivers								
Information Services	865,481					328,635	201,067	335,779
Access Assistance	158,000							158,000
Support Services	95,000							95,000
Respite Care								0
Supplemental Services								0
Total Direct III E Family Caregivers	1,118,481	0	0	0		328,635	201,067	588,779
Direct III E Grandparents								
Information Services	27,073							27,073
Access Assistance	27,074							27,074
Support Services	27,074							27,074
Respite Care								0
Supplemental Services								0
Total Direct III E Grandparents	81,221	0	0	0		0	0	81,221
Total Direct III E	1,199,702	0	0	0		328,635	201,067	670,000
Subrecipient Contracted III E Family Caregivers								
Information Services	122,077							122,077
Access Assistance	329,937							329,937
Support Services	306,027							306,027
Respite Care	120,458							120,458
Supplemental Services	15,000							15,000
Total Contracted III E Family Caregivers	893,499	0	0	0		0	0	893,499
Subrecipient Contracted III E Grandparents								
Information Services								0
Access Assistance								0
Support Services								0
Respite Care								0
Supplemental Services								0
Total Contracted III E Grandparents	0	0	0	0		0	0	0
Total Subrecipient Contracted III E	893,499	0	0	0		0	0	893,499
Total III E	2,093,201	0	0	0		328,635	201,067	1,563,499

BUDGETED FEDERAL ONE-TIME-ONLY

BUDGET PERIOD: July 1, 2022 - June 30, 2023			[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-2223-25		DATE: 5/27/22		PSA # 25		
Instructions: This is not a separate budget for One-Time-Only. Include OTO costs listed below on all support pages.											
SERVICE CATEGORIES	(a) Baseline Services	(b) Equipment	(c) Home & Comm-Based Projects*	(d) Innovative Pilot Projects*	(e) Total OTO	SERVICE CATEGORIES	(f) Baseline Services	(g) Equipment	(h) Home & Comm-Based Projects*	(i) Innovative Pilot Projects*	(j) Total OTO
III B Ombudsman					0	III C-2					
III B Supportive Services						Home-Delivered Meals					0
Personal Care					0	Nutrition Counseling					0
Homemaker					0	Nutrition Education					0
Chore					0	NSIP					0
Adult Day/Health Care					0	Total III C-2 OTO	0	0	0	0	0
Case Management					0						
Assisted Transportation					0		Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Transportation					0	III D					
Legal Assistance					0	Dis. Prev & Health Prom					0
Information & Assistance					0	No Longer Used					0
Outreach					0	No Longer Used					0
Alzheimer's Day Care					0	Total III D OTO	0	0	0	0	0
Comprehensive Assessment					0						
Health					0						
Mental Health					0	III E Family Caregivers	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Public Information					0	Information Services					0
Residential Repairs/Mods.					0	Access Assistance					0
Respite Care					0	Support Services					0
Telephone Reassurance					0	Respite Care					0
Visiting					0	Supplemental Services					0
					0	Total Family Caregivers	0	0	0	0	0
					0	III E Grandparents					
					0	Information Services					0
					0	Access Assistance					0
CARS Data Reporting					0	Support Services					0
Total III B OTO	0	0	0	0	0	Respite Care					0
						Supplemental Services					0
III C-1	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO	Total Grandparents	0	0	0	0	0
Congregate Meals					0	Total III E OTO	0	0	0	0	0
Nutrition Counseling					0						
Nutrition Education					0	VII	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
NSIP					0	Ombudsman (VIIa)					0
Total III C-1 OTO	0	0	0	0	0	Elder Abuse Prev (VIIb)					

* Home & Comm-Based Projects and Innovative Pilot Projects Require Prior Approval
Please submit CDA 1031 for all OTO Projects budgeted

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

Justification and Equipment Details must be submitted separately to CDAEquipment@aging.ca.gov for approval.

TOTAL PROPERTY / EQUIPMENT BUDGETED	0
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For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

SCO ID: 4170-AP222325

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AP-2223-25

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

City of Los Angeles Department of Aging

2. The term of this Agreement is:

START DATE

07/01/2022

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$ 21,154,959 Twenty-one million one hundred fifty-four thousand nine hundred fifty-nine and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	16 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail, Payment Provisions, and Closeout	12 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions	17 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles Department of Aging

CONTRACTOR BUSINESS ADDRESS
221 N. Figueroa Street, Suite 500CITY
Los AngelesSTATE
CAZIP
90012-4390

PRINTED NAME OF PERSON SIGNING

Mariella Freire-Reyes

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS
2880 Gateway Oaks Drive, Suite 200CITY
SacramentoSTATE
CAZIP
95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

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CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No. ()

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

Contractor:

Doing Business As: N/A

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

Corporate Number:

D-U-N-S® (Data Universal
Numbering System) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.044	Title III-B: Supportive Services	2022	2201CAOASS-01	Older Americans Act Title III- Supportive Services
93.045	Title III-C Nutrition Services	2022	2201CAOACM-01	Older Americans Act Title III- Congregate Services
93.045	Title III-C Nutrition Services	2022	2201CAOAH-01	Older Americans Act Title III-Home Delivered Meals
93.053	Nutrition Services Incentive Program	2022	2201CAOANS-01	Older Americans Act -Nutrition Services Incentive Program
10.576	Senior Farmers Market Program	2022	227CACA3Y8313 227CACA3Y8314	Senior Farmers Market Program

Center(s): N/A

Delivery Service Area (if applicable) ASA

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EXHIBITS

EXHIBIT A	STANDARD CITY PROVISIONS FOR CITY CONTRACTS (Rev. 10/21) [v.4]
EXHIBIT B	INSURANCE REQUIREMENTS
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EXHIBIT J	SUBCONTRACTING AND PROCUREMENT
ATTACHMENT 1	BUDGET DOCUMENTS:

Part A: Budget Summary by Cost Category and Projected Expenditures by Month (Not Applicable to performance-based contracts)

Part B: Budget Justifications, Cost Category - Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)

Part C: Budget Justifications, Cost Category - Direct Costs (Not applicable to performance-based contracts)

Part D: Budget Justifications, Cost Categories - Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)

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

THE MULTIPURPOSE, SOCIAL SERVICES, NUTRITIONAL AND TRANSPORTATION PROJECT

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

RECITALS

WHEREAS, the City has entered into Grant Agreement (Agreement number AP 2223-25) with the State of California and the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965, (OAA), as amended to establish the Area Agency on Aging in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number dated) that authorizes the General Manager of LADOA to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10/21) [v.4], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

Mariella Freire-Reyes, Interim General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

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

B. The Contractor, represented by:

With copies to:

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the City's Business Assistance Virtual Network (BAVN) at www.labavn.org.
 3. If the City has approved the advancement of OAA and/or Prop A Transportation funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds, The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200 Section 200.214 and 29 CFR Parts 97.35 and 98.510 attached hereto as Exhibit D and incorporated herein by reference.

10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on BAVN at www.labavn.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provision for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided

under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 and any additional time up to 45 days to complete closeout activities provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Scope of Work shall consist of senior services provided pursuant to the OAA under Title III (parts B and C), and Proposition A which provides for social, nutrition, and transportation services to persons aged 60 and older with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to minorities and those who are non or limited English speaking whose income is at or below poverty. These services shall be provided at a multipurpose senior center (MPC) which is the designated focal point in each of the fifteen Aging Service Areas (ASA), and the Central Business District within the boundaries of the City of Los Angeles. The PSA list of focal points throughout the City of Los Angeles is attached hereto as Attachment I and incorporated herein by reference.

A. Social Service Program

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

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

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

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

Legal Assistance:

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

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

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

B. Nutrition Program

1. Title III-C meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
2. Title III C-1 (Congregate Nutrition Services): The Congregate Nutrition Services program provides nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
3. Title III C-2 (Home Delivered Nutrition Services) The Home Delivered Nutrition Services program provides nutrition services to homebound older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide a minimum of one third (1/3) DRI and comply with the current DGA.

C. MPC Para-transit Program

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

D. Scope of Work

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

§203 BUDGET

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget (Budget). The parties have cooperated in the preparation of Budget documents, consisting of the following, which shall control the expenditures by the Contractor and which is attached hereto as Attachment 1, Budget Documents and incorporated herein by reference.
1. Part A: Budget Summary by Cost Category, which is a summary by Cost Categories of approved expenditures.
2. Part B: Budget Justification, Cost Category Personnel Costs (Wages and Employee Benefits), which is a detailed listing of approved Contractor's personnel and their wages and benefits.

3. Part C: Budget Documents, Cost Category Direct Costs, which is a detailed listing of Direct Costs.
4. Part D: Budget Documents, Cost Category Equipment and Indirect Costs, which is a detailed listing of Equipment and Indirect Costs.
5. Budgets described herein shall be adhered to unless modified and approved in writing as provided by PSC-5 of Exhibit A which is attached hereto and incorporated herein by reference.

3. **COMPENSATION**

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay the Contractor an amount not to exceed Dollars (\$) for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from CDA and the City of Los Angeles and shall be expended in accordance with the approved Budgets. The Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
2. Funding allocation for the full term of this Agreement shall be as follows:

<<ASA NAME>> ASA July 1, 2022 Through June 30, 2023	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Proposition A	TOTAL FUNDS
GRANT FUNDS					
STATE FUNDS					
NSIP FUNDS					
CITY GENERAL FUNDS					
PROP A FUNDS					
TOTAL FUNDING					

<<ASA NAME>> ASA July 1, 2022 Through June 30, 2023	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Proposition A	TOTAL FUNDS
GRANT FUNDS					
STATE FUNDS					
NSIP FUNDS					
CITY GENERAL FUNDS					
PROP A FUNDS					
TOTAL FUNDING					

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

Federal Award Identification Number (FAIN):	2101CAOASS-01 2001CAOASS 2001CASSC3 2101CAOACM-01 2001CAOACM 2001CACMC2 2101CAOAHD-01 2101CAOANS-00 2001CAOAHD 2001CAHDC2 2001CAHDC3 2001CAOANS 207CACA3Y8313 207CACA3Y8314
Federal Award Date:	2020-2022
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
4. The Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601 herein.
5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. The Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
8. If applicable, Contractor is required to provide a 10% match of the total net funding amount (total program funding less non-matching share and program income) for programs funded through the OAA. Match must be reflected in the approved budget and incorporated herein by reference. Matching funds must be fully documented and are subject to City audit.

B. Funding of Agreement

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

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review the Contractor's performance on a periodic basis. In the

event the City determines that the Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to the Contractor and as set forth by a written amendment.

2. The Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. The Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
 3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. The Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that the Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
 4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
 5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement
- D. Stand-In Costs: The Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: The Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs
1. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 2. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
 3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 4. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].

- G. Applicable Discounts: The Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: The Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.
- K. Travel: Must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.
- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to the Contractor in the event that the City determines that (i) the Contractor has failed to provide adequate services as required in this Agreement, (ii) the Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.
- M. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200 and 2900, and with the principles set forth below:
1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
 3. Be fully documented and determined in accordance with GAAP.
 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- B. Certain costs and expenditures are unallowable under 2 CFR Part 200, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:
1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 3. Contributions and donations.
 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
 10. Insurance policies offering protection against debts established by the federal government.
 11. Costs prohibited by §200.450 include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 2 CFR 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.
- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 5/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://Kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

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

must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

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

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than the Equal Employment Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08, which supersedes WDS Directive #14-05, http://ewddlacity.com/images/directives/wds-directive/WDS-Dir_17-08.pdf#zoom=75. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

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

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. Federal Award Requirements

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Subcontracts and Procurement

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

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by Employment Development Department (EDD).
- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.
- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.*, and any successor legislation.

6. Civil Rights

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

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

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

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library

services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

14. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.
15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.
16. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.
17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

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

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

C. Statutes and Regulations Applicable to the OAA Funded Agreements:

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

§505 FEDERAL, STATE AND LOCAL TAXES

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

§506 INVENTIONS, PATENTS AND COPYRIGHTS

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

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 - 1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
 - 2. Closeout Report
 - a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
 - b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

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

§603 CUSTOMER/APPLICANT FILES

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

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

§604 EQUIPMENT RECORDS

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

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

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

- B. All equipment obtained under this Agreement shall require justification from the Contractor and approval from the City.
- C. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

- D. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

A. Lease of Equipment

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

B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
 2. No modifications shall be made to the property without the prior written approval of City.
 3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
- D. Lease of Property or Facilities
1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

- c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

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

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

§606 ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
 1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
 - b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
 - d. Source documentation to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 - f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
 2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

- B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.
- C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Parts 200 and 2900 (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to LADOA's Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted

government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
 - 1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LADOA, and/or
 - 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
 - 1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 - 2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.

3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - a. Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - b. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094 (c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - c. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
4. Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
5. Contractor shall notify City within 24 hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - a. Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
 - b. If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

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

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES – PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

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

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

- B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope

and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

- J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in THREE (3) duplicate originals, each of which is deemed to be an original. This Agreement includes (##) pages, TEN (10) exhibits, and ONE (1) attachment that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Regina C. Mills
Deputy City Attorney

By: _____
Mariella Freire-Reyes
Interim General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

For:

By: _____

By: _____
Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name:
Title:

D-U-N-S® Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

Council File Number: ; Date of Approval:

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

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall

be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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 and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT B**INSURANCE CONTRACTUAL REQUIREMENTS**

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

CONTRACTUAL REQUIREMENTS**CONTRACTOR AGREES THAT:**

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.
7. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
8. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired

aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**
WC Stat
utory
EL
\$1,000,000
☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability**
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

\$1,000,000
☒ **Professional Liability** (Errors and Omissions)

\$1,000,000
☐ Discovery Period 12 Months After Completion of Work or Date of Termination.
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds
contract price

100% of the
☐ **Crime Insurance**
Other:

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

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

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

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

B. Targeting of Services

1. Services shall be targeted to seniors 60+ with emphasis on serving seniors with greatest economic and social need, and with particular attention to low income minorities. The OAA defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, including that caused by racial or ethnic status, which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. Units of Service

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

D. Multipurpose Center

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

E. OAA – Title III-B

1. The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities, including client assessment through case management and integration and coordination of community services such as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource

development and management to assist such individuals to live independently in a home environment.

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

The Contractor shall operate the following Multipurpose Center a minimum of eight (8) hours per day, from 8:30 a.m. to 4:30 p.m., Monday through Friday, for a minimum of 249 days, except for authorized holidays:

Name:

Address:

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

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

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

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

2. The Contractor shall ensure Title III-C1 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's Nutrition Director is responsible for the overall coordination of the Congregate Nutrition Program.
4. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140 F or higher for hot foods and 41 F or below for cold foods.
5. The Contractor shall provide a minimum of N/A client one-way trips to nutrition sites with Title III-C1 Grant-related income, or matching or non-matching resources.
6. The Contractor shall provide nutrition outreach to a minimum of N/A individuals. It is estimated that this will require 24 hours to be spent on outreach-related efforts.
7. Participant's donations for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council shall recommend a suggested schedule of donatives rates, which the Contractor will post in a prominent location within the service area. The Contractor's Nutrition Director shall be responsible to implement procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the donations. A charge shall be in effect for non-senior meals. The charge shall reflect the actual cost of the meal and any administrative cost associated with providing the meal. Non-senior meals shall be available after insuring all seniors requesting a meal have been served.
8. The Contractor shall not use either grant or program income funds of a congregate nutrition program to supplement any other program component.
9. The Contractor shall not serve fewer than 20 participants at each site.
10. All meals served pursuant to this contract shall be served within the Contractor's ASA as designated by LADOA, unless a specific written exemption is granted 30 days prior to the planned event.
11. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for the Nutrition Services Incentives Program (NSIP) cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

12. Units of Service

a. AGING SERVICE AREA

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

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

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

1. The home-delivered meals program shall provide home-delivered meals to persons 60 years of age or older who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The Contractor shall serve all ethnic groups in each ASA in which services are being provided in proportion to the number of that ethnic group in the ASA as is shown in the Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Individuals with disabilities who reside in a non-institutional household with an individual eligible for home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.
2. The Contractor shall ensure Title III-C2 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnsWdwFAig%3d%3d>
3. The Contractor's Nutrition Director is responsible for the overall coordination of the Home-Delivered Nutrition Program.
4. The Contractor shall ensure that they type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140 F or higher for hot foods and 41 F or below for cold foods.
5. The Contractor shall provide nutrition outreach to a minimum of one thousand (1,000) individuals.
6. Participants' donations for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council shall recommend a suggested schedule of donatives rates, which the Contractor will post in a prominent location within the service area. The Contractor's Nutrition Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the donations.
7. The Contractor shall perform a quarterly assessment of participants in the home-delivered nutrition program, to ensure their continued eligibility.
8. The Contractor shall not use either grant or program income funds of a home-delivered nutrition program, to supplement any other program component.
9. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for the NSIP cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

10. Units of Service

a. AGING SERVICE AREA

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

H. Nutrition Education

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

I. Transportation Assistance Program (Proposition A)

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

a. AGING SERVICE AREA

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

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

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

a. AGING SERVICE AREA

The Contractor shall distribute (SFMNP) 2023 booklets to eligible low-income seniors within the ASA of the organization. Each participant may receive only one booklet worth \$40. Each booklet consists of four \$10.00 coupons redeemable at selected farmers' markets in exchange for fresh fruits, herbs, and vegetables.

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

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

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

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

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

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

N. Advisory Council

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

O. Public Information

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

P. Volunteer Staff

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

Q. Staff and Volunteer Training

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

R. Internal Monitoring

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

S. Linkages With Other Agencies

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

T. Performance Standards

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

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

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

Title III C-1 (Congregate Nutrition Services) – The number of congregate meal sites identified in the budget will be open and serving meals. The site hours and menus will be posted at each site. Site managers and other required staff will be in place including the contractor's Nutrition Director. Contracts between service provider and caterer for the 12 month period will have been executed. Project kitchens will be operational. Rental agreements for the 12 month period will have been executed. Contact information about the C1 program has been made public throughout the community.

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

Title III-D (Disease Prevention and Health Promotion Services) – Disease Prevention and Health Promotion services have active participants and recruiting (outreach and Information & Assistance)

strategies are ongoing. Qualified staff is in place and program contact information has been circulated among the citywide senior centers.

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

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

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

U. Computer/Automation Requirements

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

V. Good Food Purchasing Pledge

The contractor pledges its purchasing power to support:

1. Local Economies – support small and mid-sized agricultural and food processing operations within the local area or region.
2. Environmental Sustainability – source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

3. Valued Workforce – provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
4. Animal Welfare – provide healthy and humane care for livestock.
5. Nutrition – promote health and well-being by offering generous portions of vegetables, fruit and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.
6. Contractors who do not adhere to the Good Food Purchasing Pledge will be added to a Good Food Purchasing Pledge non-compliant list and subject to further review.

W. Grievance Procedures

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

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to LADOA if dissatisfied with the results of the service provider's review.
3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the program participant's consent.
4. Require service providers to notify all program participants of the grievance process, both through the service provider and LADOA, available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in MPCs. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by LADOA.
 - b. Advising homebound program participants of the process either orally or in writing upon the service providers' contact with the program participants.
 - c. Complaints may involve, but not be limited to, any or all of the following:
 - 1) Amount or duration of a service.
 - 2) Denial or discontinuance of a service.
 - 3) Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - 4) Failure of the service provider to comply with any of the requirements set forth in the California Code of Regulations (Title 22 CCR §§7400 – 7406) or in the contract or subgrant agreement with LADOA.

X. Voluntary Contributions

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

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

ATTACHMENT 1

BUDGET DOCUMENTS

Part A: Budget Summary by Cost Category and Projected Expenditures by Month (Not Applicable to performance based contracts)

Part B: Budget Justifications, Cost Category - Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)

Part C: Budget Justifications, Cost Categories - Direct Costs, (Not applicable to performance-based contracts)

Part D: Budget Justification, Cost Categories - Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Project Title: THE MULTILINGUAL INFORMATION AND ASSISTANCE
SERVICES –

Contractor:

Doing Business As: N/A

Type of Organization: Non-Profit

Corporate Number:

D-U-N-S® (Data Universal
Numbering System) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.044	Title III-B: Supportive Services	2022	2201CAOASS-01	Older Americans Act Title III- Supportive Services

Center(s):

Delivery Service Area
(if applicable)

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EXHIBITS

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EXHIBIT C	NOTICE OF PROHIBITION AGAINST RETALIATION
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ATTACHMENT 1	BUDGET DOCUMENTS:
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	Part B: Budget Justifications, Cost Category - Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)
	Part C: Budget Justifications, Cost Category - Direct Costs (Not applicable to performance-based contracts)
	Part D: Budget Justifications, Cost Categories - Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)

AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
RELATING TO
THE MULTILINGUAL INFORMATION AND ASSISTANCE SERVICES –

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and _____, a California nonprofit corporation (Contractor) for the provision of services related to the Multilingual Information and Assistance (I&A) Services – _____.

RECITALS

WHEREAS, the City has entered into Grant Agreements (Agreement number AP 2223-25) with the State of California and the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965, (OAA), as amended to establish the Area Agency on Aging in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and

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

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

WHEREAS, the Multilingual I&A Services – Asian and Pacific Islander Language Support Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by the CDA pursuant to the OAA Program; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number _____ dated _____) that authorizes the General Manager of LADOA to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10/21) [v.4], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

Mariella Freire-Reyes, Interim General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

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

B. The Contractor, represented by:

With copies to:

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the City's Business Assistance Virtual Network (BAVN) at www.labavn.org.
 3. If the City has approved the advancement of OAA and/or Prop A Transportation funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds, The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, attached hereto as Exhibit D and, incorporated herein by reference.

10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on BAVN at www.labavn.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment

or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 and any additional time up to 45 days to complete closeout activities provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Scope of Work shall consist of I&A services provided pursuant to the OAA under Title III (part B), to persons aged 60 and older with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to minorities and those who are non or limited English speaking whose income is at or below poverty. The I&A program is to provide services Citywide. These services shall be provided citywide in each of the fifteen Aging Service Areas (ASA), and the Central Business District, within the boundaries of the City of Los Angeles. The PSA list of focal points throughout the City of Los Angeles is attached hereto as Exhibit I and incorporated herein by reference.

- A. Purpose of the Information and Assistance Program
 - 1. Provide screening to identify needs and appropriate resources and/or alternate resources;
 - 2. Provide current information on services available within the community including information relating to assistive technology and assessing the problems and language capacity of individuals; and
 - 3. Link individuals with services available and ensuring the individuals receive the services, including determining the outcome of the referral. Efforts are first to be made to accessing services provided in LADOA's network of senior services prior to arranging services outside of its network.
- B. Scope of Work
 - 1. The detailed Scope of Work is attached hereto as Exhibit G and incorporated herein by reference.
 - 2. The Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget (Budget). The parties have cooperated in the preparation of Budget documents,

consisting of the following, which shall control the expenditures by the Contractor and which is attached hereto as Exhibit 1, Budget Documents and incorporated herein by reference.

1. Part A: Budget Summary by Cost Category, which is a summary by Cost Categories of approved expenditures.
2. Part B: Budget Justification, Cost Category Personnel Costs (Wages and Employee Benefits), which is a detailed listing of approved Contractor's personnel and their wages and benefits.
3. Part C: Budget Documents, Cost Category Direct Costs, which is a detailed listing of Direct Costs.
4. Part D: Budget Documents, Cost Category Equipment and Indirect Costs, which is a detailed listing of Equipment and Indirect Costs.
5. Budgets described herein shall be adhered to unless modified and approved in writing as provided by PSC-5 of Exhibit A which is attached hereto and incorporated herein by reference.

3. **COMPENSATION**

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay the Contractor an amount not to exceed Dollars (\$) for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the CDA and the City of Los Angeles and shall be expended in accordance with the approved Budgets. The Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
2. Funding allocation for the full term of this Agreement shall be as follows:

CITYWIDE July 1, 2022 – June 30, 2023	GRANT FUNDS	CITY GENERAL FUNDS	TOTAL FUNDING
OAA Title III-B			
TOTAL FUNDS			

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

Federal Award Identification Number (FAIN):	2201CAOASS-01
Federal Award Date:	2022
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

B. Funding of Agreement

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

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review the Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to the Contractor and as set forth by a written amendment.
2. The Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. The Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. The Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that the Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.

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

as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.

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

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

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

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. Contributions and donations.
4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Insurance policies offering protection against debts established by the federal government.
11. Costs prohibited by §200.450 and 29 CFR Part 93, include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 2 CFR 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

- A. General Conditions
1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 5/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://Kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

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

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such

person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than the Equal Employment Opportunity Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

- 1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08, which supersedes WDS Directive #14-05, and is accessed at <http://ewddlacity.com>. > About EWDD (drop down) > Bulletins & Directives > Workforce Development System (Directives) > 2016-2017 > scroll to 17-08. The Code shall be submitted to the City for approval prior to execution of this Agreement.
- 2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- 3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
- a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.
10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
 13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.
- C. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable to All Grant Contracts

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

1. Federal Award Requirements

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Subcontracts and Procurement

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

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 et seq.).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by Employment Development Department (EDD).
- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.

- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.*, and any successor legislation.

6. Civil Rights

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

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" (LEP), which requires recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by person with LEP as more fully described in U.S. Department of Housing and Urban Development's (HUD's) final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of disability.
- d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 et seq. and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments

thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.

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

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

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

1. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
 2. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
 3. Federal Acquisition Regulation, 48 CFR, Part 31.
 4. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
- C. Statues and Regulations Applicable to the OAA Funded Agreements:
1. Grantees must comply with Area Agency financial and program reporting requirements for Title III-B, Title III-C, Title III-D, Title III-E, Title VII and Ombudsman funding.
 2. The Grantee must comply with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations and the Area Agency, including, but not limited to:
 - a. Older Americans Act of 1965, as amended; and
 - b. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Part 92).

§505 FEDERAL, STATE AND LOCAL TAXES

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

§506 INVENTIONS, PATENTS AND COPYRIGHTS

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

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall

submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.

2. Closeout Report

- a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
- b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

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

§603 CUSTOMER/APPLICANT FILES

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

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

§604 EQUIPMENT RECORDS

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

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

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

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

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

- A. Lease of Equipment

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

- B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.

3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for-profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
- D. Lease of Property or Facilities
 1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

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

§606 ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
 1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
 - b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

- d. Source documentation to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 - f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

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

§608 AUDITS AND INSPECTIONS

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

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

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit.

Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

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

devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

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

individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES – PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall

immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

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

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

§621 CHILD ABUSE

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

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.

- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

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

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

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

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes _____ (_____) pages, and eleven (11) exhibits, that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Regina C. Mills
Deputy City Attorney

By: _____
Mariella Freire-Reyes
Interim General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

For:

By: _____

By: _____
Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name:
Title:

D-U-N-S® Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

Council File Number: _____; Date of Approval:

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

EXHIBIT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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 and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

STANDARD PROVISIONS

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _____ Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

____ **General Liability** _____

☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

____ **Pollution Liability** _____

☐

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

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

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

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

B. Targeting of Services

1. Services shall be targeted to seniors 60+ with emphasis on serving seniors with greatest economic and social need, and with particular attention to low income minorities. The OAA defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by Federal Guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities language barriers, cultural, social, or geographic isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. Units of Service

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

D. Multilingual Information and Referral Services Program (OAA Title III-B)

The Contractor shall provide multilingual information and referral services program according to the State of California Department of Aging (III-B manual CH 290 Paragraph 161.8), which is incorporated herein by reference and considered as though set forth herein in full. The OAA III-B Program will conduct outreach to Spanish speaking seniors, particularly the monolingual individuals.

1. The Contractor shall provide, but not be limited to, the following minimum service units for the OAA III-B program:

INFORMATION & ASSISTANCE (PROGRAM NO. 13)	
	Information
	Assistance
	Follow-Up
	(1 Contact)
	New Clients Served

2. The Contractor shall operate the Multilingual Information and Referral Services program for at least three and a half (3 1/2) hours during the hours as outlined below for each site except for authorized holidays at the following locations:

Name: The Bernardi Multi-Purpose Center
Address: 6514 Sylmar Avenue
Van Nuys, CA 91406
Days: Second Wednesday of every month
Hours: 8:00 a.m. to 11:00 a.m.

Name: The Wellness Center
Address: 1200 State Street
Los Angeles, CA 90033
Days: Monday through Friday
Hours: 9:00 a.m. to 1:00 p.m.

Name: Boyle Heights City Hall (District 14 Office)
Address: 2130 E. 1st Street
Los Angeles, CA 90033
Days: Monday through Friday
Hours: 8:30 a.m. to 5:00 p.m.

Name: Jona Goldrich Multipurpose Senior Center
Address: 429 E. 42nd Place
Los Angeles, CA 90011
Days: Second and Third Monday of every month
Hours: 9:00 a.m. to 4:00 p.m.

Name: White Memorial
Address: 1700 Cesar Chavez Avenue
Los Angeles, CA 90033
Days: Monday through Friday
Hours: 9:00 a.m. to 4:00 p.m.

Name: Sherman Oaks East Valley Adult Center
Address: 5056 Van Nuys Blvd.
Sherman Oaks, CA 90403
Days: Monday through Thursday
Hours: 9:00 a.m. to 1:00 p.m.

Name: The Costello Senior Center
Address: 3121 E. Olympic Boulevard
Los Angeles, CA 90023
Days: Tuesdays
Hours: 9:00 a.m. to 1:00 p.m.

Name: The Wilmington Multi-Purpose Center
Address: 1371 Eubank Avenue
Wilmington, CA 90744
Days: Second and Third Thursday of every month
Hours: 9:00 a.m. to 1:00 p.m.

3. The program shall operate in all service areas of the City of Los Angeles.

4. Participant donations for services rendered by the Contractor shall be received with complete anonymity. The advisory Council shall establish a suggested schedule of donative rates which the Contractor will post with in the service area. The Contractor's site Supervisor shall be responsible to implement procedures that will assure anonymity of the donor, proper recording, safeguarding, accounting, and deposit of donations.

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

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

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

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

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

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

H. Advisory Council

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

I. Public Information

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

J. Volunteer Staff

The Contractor shall use volunteers as part of the overall staff to provide important opportunities for participants and other community members to contribute to the program. A volunteer is an individual who performs a task related to the program without receiving pay for his or her work.

K. Staff and Volunteer Training

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

L. Internal Monitoring

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

M. Linkages With Other Agencies

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

N. Performance Standards

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

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

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

Title III C-1 (Congregate Nutrition Services) – The number of congregate meal sites identified in the budget will be open and serving meals. The site hours and menus will be posted at each site. Site managers and other required staff will be in place including the contractor's Nutrition Director. Contracts between service provider and caterer for the 12 month period will have been executed. Project kitchens will be operational. Rental agreements for the 12 month period will have been executed. Contact information about the C-1 program has been made public throughout the community.

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

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

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

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

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

O. Computer/Automation Requirements

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

P. Good Food Purchasing Pledge

The contractor pledges its purchasing power to support:

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

Q. Grievance Procedures

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

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to LADOA if dissatisfied with the results of the service provider's review.
3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the program participant's consent.
4. Require service providers to notify all program participants of the grievance process, both through the service provider and LADOA, available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by LADOA.
 - b. Advising homebound program participants of the process either orally or in writing upon the service providers' contact with the program participants.

Complaints may involve, but not be limited to, any or all of the following:

- 3) Amount or duration of a service.
- 4) Denial or discontinuance of a service.
- 5) Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
- 6) Failure of the service provider to comply with any of the requirements set forth in the California Code of Regulations (Title 22 CCR §§7400 – 7406) or in the contract or subgrant agreement with LADOA.

R. Voluntary Contributions

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

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

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

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

Contractor:

Doing Business As: N/A

Type of Organization: Non-Profit

Corporate Number:

D-U-N-S® (Data Universal
Numbering System) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.044	Title III-B: Supportive Services	2022	2201CAOASS	Older Americans Act Title III-Supportive Services
93.052	Title III-E: Family Caregiver Support Program	2022	2201CAOAFB	Older Americans Act Title III-Family Caregivers

Center(s): N/A

Delivery Service Area
(if applicable) CITYWIDE

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EXHIBITS

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

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

RECITALS

WHEREAS, the City has entered into Grant Agreements (Agreement number AP 2223-25) with the State of California and the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965, (OAA), as amended to establish the Area Agency on Aging in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and

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

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

WHEREAS, the Titles III-B and III-E Legal Services Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by the CDA pursuant to the OAA Program; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number dated that) authorizes the General Manager of LADOA to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10/21) [v.4], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

Mariella Freire-Reyes, Interim General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

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

B. The Contractor, represented by:

With copies to:

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the City's Business Assistance Virtual Network (BAVN) at www.labavn.org.
 3. If the City has approved the advancement of OAA and/or Prop A Transportation funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds, The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, attached hereto as Exhibit D and, incorporated herein by reference.

10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on BAVN at www.labavn.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment

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or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 and any additional time up to 45 days to complete closeout activities, provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

TITLE III-B LEGAL SERVICES

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

TITLE III-E CAREGIVER LEGAL RESOURCE SERVICES IN SUPPORT OF GRANDPARENTS TAKING CARE OF MINORS

The Scope of Work shall consist of legal services provided to family caregivers of older adults 60 years of age and older; older adults 60 years of age and older caring for someone 18 years of age or younger; and caregivers who are experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers. The emphasis shall be on serving those persons with the greatest economic and/or social need with particular attention to minorities and those with non or limited proficiency in the English language who are at or below the poverty level. Legal services pursuant to the OAA under Title III-E is to assist caregivers with securing their rights, benefits, and entitlements and provide legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

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

§203 BUDGET

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget (Budget). The parties have cooperated in the preparation of Budget documents, consisting of the following, which shall control the expenditures by the Contractor and which is attached hereto as Attachment 1, Budget Documents and incorporated herein by reference.
1. Part A: Budget Summary by Cost Category, which is a summary by Cost Categories of approved expenditures.
 2. Part B: Budget Justification, Cost Category Personnel Costs (Wages and Employee Benefits), which is a detailed listing of approved Contractor's personnel and their wages and benefits.
 3. Part C: Budget Documents, Cost Category Direct Costs, which is a detailed listing of Direct Costs.
 4. Part D: Budget Documents, Cost Category Equipment and Indirect Costs, which is a detailed listing of Equipment and Indirect Costs.
 5. Budgets described herein shall be adhered to unless modified and approved in writing as provided by PSC-5 of Exhibit A which is attached hereto and incorporated herein by reference.

3. **COMPENSATION**

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay the Contractor an amount not to Dollars (\$) for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the CDA and the City of Los Angeles and shall be expended in accordance with the approved Budgets. The Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
2. Funding allocation for the full term of this Agreement shall be as follows:

CITYWIDE July 1, 2022 – June 30, 2023	GRANT FUNDS	TOTAL FUNDING
OAA Title III-B Legal Services		
OAA Title III-E, Caregiver Legal Services		
OAA Title III-E, Kinship Care Legal Services		
TOTAL FUNDS		

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

Federal Award Identification Number (FAIN):	2001CAOASS 2101CAOASS 2001CAO AFC 2101CAO AFC
Federal Award Date:	2022 – 2023

Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
4. The Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601 herein.
5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. The Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
8. If applicable, the Contractor is required to provide a 10% match (III-B) and 25% (III-E) match of the total net funding amount (total program funding less non-matching share and program income) for programs funded through the OAA. Match must be reflected in the approved budget and incorporated herein by reference. Matching funds must be fully documented and are subject to City audit.

B. Funding of Agreement

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

C. Payment to the Contractor

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

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
 5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.
- D. Stand-In Costs: The Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: The Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs
1. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 2. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
 3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 4. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].
- G. Applicable Discounts: The Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: The Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.
- K. Travel: Must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work

and in compliance with 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.

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

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

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

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

1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. Contributions and donations.
4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Insurance policies offering protection against debts established by the federal government.
11. Costs prohibited by §200.450 and 29 CFR Part 93, include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

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

permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 5/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in

coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://Kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

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

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than the Equal Employment Opportunity Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08, which supersedes WDS Directive #14-05, and is accessed at <http://ewddlacity.com>. > About EWDD (drop down) > Bulletins & Directives > Workforce Development System (Directives) > 2016-2017 > scroll to 17-08. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
 11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
 12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
 13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.
- C. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable to All Grant Contracts

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

1. Federal Award Requirements

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

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

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

4. Subcontracts and Procurement

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

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 et seq.).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new

employees to the New Employee Registry maintained by Employment Development Department (EDD).

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

6. Civil Rights

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

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" (LEP), which requires recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by person with LEP as more fully described in U.S. Department of Housing and Urban Development's (HUD's) final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of disability.
- d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- I. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 et seq. and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.

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

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through

entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

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

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

C. Statutes and Regulations Applicable to the OAA Funded Agreements:

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

§505 FEDERAL, STATE AND LOCAL TAXES

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

§506 INVENTIONS, PATENTS AND COPYRIGHTS

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

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report and Closeout Report

- a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
2. Closeout Report
- a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
 - b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

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

§603 CUSTOMER/APPLICANT FILES

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

customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

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

§604 EQUIPMENT RECORDS

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

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

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

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

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

- A. Lease of Equipment

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

- B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
 2. No modifications shall be made to the property without the prior written approval of City.
 3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for-profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.
- D. Lease of Property or Facilities
1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.
- Contractor shall amend any current lease agreements to incorporate the above provisions.
2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
 3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
 4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

- b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
 - d. Source documentation to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 - f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

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

§608 AUDITS AND INSPECTIONS

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

administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

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

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
 3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - a) Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - b) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094 (c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - c) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
 4. Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
 5. Contractor shall notify City within 24 hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - a) Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

- b) If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
9. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
10. Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
11. All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business or if a subcontractor obtains confidential information as an agent of the City, the subcontractor must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.
12. Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
13. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's

privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

14. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES – PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and

include religious references in its organization's mission statements and other governing documents.

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

§621 CHILD ABUSE

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

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

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

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

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

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that electronic signatures (facsimile,

.pdf, or in any other electronic format designed by the City), and sent by e-mail, shall be deemed original signatures.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in THREE (3) duplicate originals, each of which is deemed to be an original. This Agreement includes (##) pages, TEN (10) exhibits, and ONE (1) attachment that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Regina C. Mills
Deputy City Attorney

By: _____
Mariella Freire-Reyes
Interim General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

For:

By: _____

By: _____
Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name:
Title:

D-U-N-S® Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

Council File Number: ; Date of Approval:

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

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall

be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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 and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.
7. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
8. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has

the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

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

Required Insurance and Minimum Limits

Name: Bet Tzedek

Date: _____

Agreement/Reference: _____

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

Limits

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

<u>WC</u>	<u>Statutory</u>
EL	\$1,000,000

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

☒ **General Liability** _____ \$1,000,000
☒ Products/Completed Operations☒ Sexual Misconduct _____☒ Fire Legal Liability _____☒ _____

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

☒ **Professional Liability** (Errors and Omissions) _____
☐ Discovery Period 12 Months After Completion of Work or Date of Termination

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

☒ **Pollution Liability** _____
☒ _____

☒ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

☒ **Crime Insurance** _____

Other: _____

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

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

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

B. Targeting of Services

1. Services shall be targeted to seniors 60+ with emphasis on serving seniors with greatest economic and social need, and with particular attention to low income minorities. The OAA defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities language barriers, cultural, social, or geographic isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. Units of Service

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

D. OAA – Title III-B

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

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

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

July 1, 2022 Through June 30, 2023			
Site Name	Site Address	NEW CLIENTS SERVED	UNITS OF LEGAL ASSISTANCE (HOURS)
Bet Tzedek Offices and Other Miscellaneous Intake Locations	3250 Wilshire Boulevard, 13th Floor, Los Angeles 90010		
Alicia Broadus-Duncan Multipurpose Senior Center	11300 Glenoaks Boulevard, Pacoima 91331		
ONEgeneration Senior Enrichment Center	18255 Victory Boulevard, Reseda 91335		

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

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

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

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

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

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

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

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

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

1. Grant-Related Income referred to in this Agreement is in accordance with the definition issued by CDA which is as follows:

- a. Grant-Related Income refers to income derived as a direct or indirect result of a grant or from activities designed to supplement grant funds. It includes income from program income, gifts, donations, income from wills and /or trusts, the object of which is to benefit the grant-funded project. The income generated is used to expand project services.

- b. Grant-Related is accounted for in terms of "Program Income" and "Other Income" as follows:
 - c. Program Income - Gross income earned by a contractor from activities the cost of which are partly or entirely borne by the grant. It includes, but is not limited to, income in the form of participant donations for services performed during the contract period, proceeds from the sale of personal or real property, rental fees, royalties, etc.
 - d. Other Income - Income derived from sources other than program income. It includes agency fundraiser efforts to generate money other than grant funds (i.e., auctions, social events, rebates, etc.) Income from fundraising can be used as match or non-match.
2. In the event that the foregoing definition is amended or revised by CDA, the City shall notify the Contractor and the Contractor agrees to comply with such amendment(s) or revision(s).

H. Advisory Council

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

I. Public Information

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

J. Volunteer Staff

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

K. Staff and Volunteer Training

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

L. Internal Monitoring

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

M. Linkages With Other Agencies

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

N. Performance Standards

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

the contracted unit of service level for any quarter, a corrective action plan will be developed and submitted to LADOA for review and approval. The plan should include, but not be limited to:

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

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

Title III C-1 (Congregate Nutrition Services) – The number of congregate meal sites identified in the budget will be open and serving meals. The site hours and menus will be posted at each site. Site managers and other required staff will be in place including the contractor's Nutrition Director. Contracts between service provider and caterer for the 12 month period will have been executed. Project kitchens will be operational. Rental agreements for the 12 month period will have been executed. Contact information about the C-1 program has been made public throughout the community.

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

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

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

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

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

O. Computer/Automation Requirements

1. The Contractor shall agree to the installation of a personal computer and peripheral equipment, software, and telecommunication lines to LADOA's host computer, at service center site(s) and/or operating agency's administrative office(s), at the discretion of LADOA as automated systems are developed. Said computer, peripheral equipment, and software are to remain the property of the City of Los Angeles and may be used for other service center functions only after LADOA mandated systems are satisfied.

2. The Contractor shall obtain fire and theft insurance coverage for replacement of new computer, peripheral equipment, and software from the time of installation to the end of contract. The Contractor shall reimburse LADOA cost of all computers, peripheral equipment, and software from proceeds of insurance claims due to loss of same through fire or theft.
3. The Contractor shall sign a separate itemized listing, which provides for specific identification of computer, peripheral equipment, and software loaned by LADOA; adherence to computer software license agreements; care and usage; specific allowable applications, and date and other conditions of return of equipment to LADOA.
4. The Contractor shall provide trained personnel to operate a personal computer for reporting: Information and Assistance (I & A), Management Information System (MIS), Nutrition and other automated reports as such reporting systems are developed by LADOA.
5. The Contractor shall provide ready access to LADOA personnel during regular working hours for inspection and/or recovery of computer, peripheral equipment, and software.
6. The Contractor shall provide printer paper supplies, printer cartridges/toner, compact disks (CDs/DVDs) and other related office supplies.
7. Maintenance of the personal computer, peripheral equipment, and software, loaned to the contractor, shall be the responsibility of LADOA.

P. Good Food Purchasing Pledge

The Contractor pledges its purchasing power to support:

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

Q. Grievance Procedures

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

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to LADOA if dissatisfied with the results of the service provider's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the program participant's consent.
4. Require service providers to notify all program participants of the grievance process, both through the service provider and LADOA, available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by LADOA.
 - b. Advising homebound program participants of the process either orally or in writing upon the service providers' contact with the program participants.
 - c. Complaints may involve, but not be limited to, any or all of the following:
 - 1) Amount or duration of a service.
 - 2) Denial or discontinuance of a service.
 - 3) Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - 4) Failure of the service provider to comply with any of the requirements set forth in the California Code of Regulations (Title 22 CCR §§7400 – 7406) or in the contract or subgrant agreement with LADOA.

R. Voluntary Contributions

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

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

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Project Title: HEALTH INSURANCE COUNSELING AND ADVOCACY
PROGRAM

Contractor:

Doing Business As: N/A

Type of Organization: Non-Profit

Corporate Number:

D-U-N-S® (Data Universal
Numbering System) Number:

CFDA:

CFDA Number	Title	Year	Award Number	Award Name
93.324	State Health Insurance Assistance Program	2022		State Health Insurance Assistance Program
93.626	SHIP Options Counseling for Medicare/Medicaid	2022		Affordable Care Act State Health Insurance Assistance Program (SHIP) and Aging and Disability Resource Center (ADRC) Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment Models
93.071	Medicare Enrollment Assistance Program	2022		Medicare Enrollment Assistance Program

Center(s): CityWide

Delivery Service Area (if applicable) CityWide

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EXHIBITS

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EXHIBIT B	INSURANCE REQUIREMENTS
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ATTACHMENT 1	<p>BUDGET DOCUMENTS:</p> <p>Part A: Budget Summary by Cost Category and Projected Expenditures by Month (Not Applicable to performance-based contracts)</p> <p>Part B: Budget Justifications, Cost Category - Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)</p> <p>Part C: Budget Justifications, Cost Category - Direct Costs (Not applicable to performance-based contracts)</p> <p>Part D: Budget Justifications, Cost Categories - Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)</p>

AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
RELATING TO
THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

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

RECITALS

WHEREAS, the City has entered into Grant Agreements (Agreement number HI 2223-25) with the State of California and the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965, (OAA), as amended to establish the Area Agency on Aging in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and

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

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

WHEREAS, the Health Insurance Counseling and Advocacy Program (HICAP) Project has been established by the City as one of the above described programs, and has been funded in the LADOA budget by the CDA pursuant to the Mellow-Granlund Older Californians Act; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number _____ dated _____ that authorizes the General Manager of LADOA to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10/21) [v.4], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

Mariella Freire-Reyes, Interim General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

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

B. The Contractor, represented by:

With copies to:

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the City's Business Assistance Virtual Network (BAVN) at www.labavn.org.
 3. If the City has approved the advancement of OAA and/or Prop A Transportation funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced funds, The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510, attached hereto as Exhibit D and, incorporated herein by reference.

10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.
11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on BAVN at www.labavn.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment

or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 and any additional time up to 45 days to complete closeout activities, provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Scope of Work shall consist of senior services provided pursuant to the Older Californians Act (OCA) which provides for Health Insurance Counseling and Advocacy Program services to persons aged 60 and older with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to minorities and those who are non or limited English speaking whose income is at or below poverty. These services shall be provided multipurpose senior centers (MPC) identified as the designated focal point in each of the fifteen Aging Service Areas (ASA), and the Central Business District, within the boundaries of the City of Los Angeles.

- A. Scope of Work
 - 1. The Contractor shall provide the following Health Insurance Counseling and Advocacy Program (HICAP) services to eligible persons residing in the city.
 - a. Community Education,
 - b. Lay Counseling and Advocacy, and
 - c. Legal Representation or referral for Medicare-related appeals and grievances.
 - 2. Contractor shall comply with the detailed Scope of Work as attached hereto as Exhibit "G" and incorporated herein by reference.
 - 3. The Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget (Budget). The parties have cooperated in the preparation of Budget documents, consisting of the following, which shall control the expenditures by the Contractor and which is attached hereto as Attachment 1, Budget Documents and incorporated herein by reference.

1. Part A: Budget Summary by Cost Category, which is a summary by Cost Categories of approved expenditures.
2. Part B: Budget Justification, Cost Category Personnel Costs (Wages and Employee Benefits), which is a detailed listing of approved Contractor's personnel and their wages and benefits.
3. Part C: Budget Documents, Cost Category Direct Costs, which is a detailed listing of Direct Costs.
4. Part D: Budget Documents, Cost Category Equipment and Indirect Costs, which is a detailed listing of Equipment and Indirect Costs.
5. Budgets described herein shall be adhered to unless modified and approved in writing as provided by PSC-5 of Exhibit A which is attached hereto and incorporated herein by reference.

3. **COMPENSATION**

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay the Contractor an amount not to exceed Dollars (\$) for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the CDA and the City of Los Angeles and shall be expended in accordance with the approved Budgets. The Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

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

CITYWIDE PROGRAM	12 MONTH FUNDING (July 1, 2022 – June 30, 2023)	9 MONTH FUNDING (July 1, 2022 – March 31, 2023)	3 MONTH FUNDING (April 1, 2023 – June 30, 2023)	TOTAL FUNDING
State HICAP Fund				
State HICAP Reimbursement (Insurance Fund)				
State HICAP Fund Augmentation				
Federal SHIP Fund				
TOTAL FUNDS				

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

Federal Award Identification Number (FAIN):	
Federal Award Date:	2022
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
4. The Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, §601 herein.
5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. The Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
8. If applicable, the Contractor is required to provide a 10% match of the total net funding amount (total program funding less non-matching share and program income) for programs funded through the OAA. Match must be reflected in the approved budget and incorporated herein by reference. Matching funds must be fully documented and are subject to City audit.

B. Funding of Agreement

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

C. Payment to the Contractor

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

5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.
- D. Stand-In Costs: The Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: The Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs
 1. Indirect Costs mean costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 2. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's total cost of the project less equipment costs, matching share and non-matching share. Indirect costs exceeding ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

The Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.
 3. Payment for indirect costs, if any, shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and the provisions of 2 C.F.R. Part 200, Subpart E.
- G. Applicable Discounts: The Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: The Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.
- K. Travel: Must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.
- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to the Contractor in the event that the City determines that (i) the Contractor has failed to provide adequate services as required in this Agreement, (ii) the Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.
- M. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 et seq.),

including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200 and 2900, and with the principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
 - 3. Be fully documented and determined in accordance with GAAP.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- B. Certain costs and expenditures are unallowable under 2 CFR Part 200, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:
 - 1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 - 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 - 3. Contributions and donations.

4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Insurance policies offering protection against debts established by the federal government.
11. Costs prohibited by §200.450 and 29 CFR Part 93, include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 2 CFR 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.
- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

A. General Conditions

- 1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 5/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
- 2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving

insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://Kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

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

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than the Equal Employment Opportunity Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08, which supersedes WDS Directive #14-05, and is accessed at <http://ewddlacity.com>. > About EWDD (drop down) > Bulletins & Directives > Workforce Development System (Directives) > 2016-2017 > scroll to 17-08. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

- c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- 4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
- 5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- 6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
- 7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- 8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
- 9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.
- 10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- 11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- 12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- 13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

- C. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable to All Grant Contracts

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

1. Federal Award Requirements

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Subcontracts and Procurement

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

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

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by Employment Development Department (EDD).
- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.
- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.*, and any successor legislation.

6. Civil Rights

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

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" (LEP), which requires recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by person with LEP as more fully described in U.S. Department of Housing and Urban Development's (HUD's) final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of disability.
- d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 et seq. and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.

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

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, "Remedies for Noncompliance," including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

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

1. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

2. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
 3. Federal Acquisition Regulation, 48 CFR, Part 31.
 4. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
- C. Statutes and Regulations Applicable to the OAA Funded Agreements:
1. Grantees must comply with Area Agency financial and program reporting requirements for Title III-B, Title III-C, Title III-D, Title III-E, Title VII and Ombudsman funding.
 2. The Grantee must comply with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations and the Area Agency, including, but not limited to:
 - a. Older Americans Act of 1965, as amended; and
 - b. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Part 92).

§505 FEDERAL, STATE AND LOCAL TAXES

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

§506 INVENTIONS, PATENTS AND COPYRIGHTS

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

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
 2. Closeout Report

- a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
- b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

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

§603 CUSTOMER/APPLICANT FILES

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

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

§604 EQUIPMENT RECORDS

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

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

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

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

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

A. Lease of Equipment

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

B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for-profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

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

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

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

§606 ACCOUNTING PRACTICES

A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:

- a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
- b. Effective internal controls to safeguard assets and assure their proper use;
- c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- d. Source documentation to support accounting records;
- e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of

expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

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

§607 DOCUMENTATION OF EXPENDITURES

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

§608 AUDITS AND INSPECTIONS

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

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

§609 CONFIDENTIALITY OF INFORMATION

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

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

B. The City and Contractor agree that:

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

prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

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

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES – PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

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

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

§621 CHILD ABUSE

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

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.

- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

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

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

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

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in THREE (3) duplicate originals, each of which is deemed to be an original. This Agreement includes (##) pages, TEN (10) exhibits, and ONE (1) attachment that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Regina C. Mills
Deputy City Attorney

By: _____
Mariella Freire-Reyes
Interim General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

For:

By: _____

By: _____
Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name:
Title:

D-U-N-S® Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

Council File Number: _____; Date of Approval:

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

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall

be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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 and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.
- 7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has

the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory
EL \$1,000,000

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

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

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

☒ Professional Liability (Errors and Omissions) \$1,000,000
☐ Discovery Period 12 Months After Completion of Work or Date of Termination.

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

☐ Pollution Liability _____
☐ _____

☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

☐ Crime Insurance _____

Other: _____

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

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

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

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

B. Targeting of Services

1. Services shall be targeted to seniors 60+ with emphasis on serving seniors with greatest economic and social need, and with particular attention to low income minorities. The OAA defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities language barriers, cultural, social, or geographic isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. Units of Service

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

D. Health Insurance Counseling Advocacy Program)

1. The Contractor shall provide Health Insurance Counseling and Advocacy Program (HICAP) services to eligible persons residing in the city. The Contractor shall target all Aging Service Areas. Using the 2010 Census as a guide, the Contractor shall make an effort to proportionally service all ethnic groups in each Aging Service Area in which services are being provided.
2. The Contractor shall provide HICAP services at the following Multipurpose Senior Centers or at other appropriate locations in the Aging Service Areas for the contract period:

Name: Alicia Broadous - Duncan Multipurpose Senior Center
Location: 11300 Glenoaks Boulevard, Pacoima, CA 91331

Name: Bernardi Multipurpose Senior Center
Location: 6514 Sylmar Avenue, Van Nuys, CA 91401

Name: Bradley Multipurpose Senior Center
Location: 10957 South Central Avenue, Los Angeles, CA 90059

Name: Center for Health Care Rights
Location: 520 S. La Fayette Park Place, Suite 214, Los Angeles, CA 90057

Name: Felicia Mahood Multipurpose Senior Center
Location: 11338 Santa Monica Boulevard, Los Angeles, CA 90025

Name: Hollywood Multipurpose Senior Center (Northside)
Location: 5170 Santa Monica Boulevard, Los Angeles, CA 90029

Name: Jona Goldrich Multipurpose Senior Center
Location: 330 North Fairfax Avenue, Los Angeles, CA 90036

Name: Mexican American Opportunity Foundation
Location: 2130 E. 1st St., Suite 2200, Los Angeles, CA 90033

Name: ONEgeneration Senior Enrichment Center
Location: 18255 Victory Boulevard, Reseda, CA 91335

Name: Robert M. Wilkinson Multipurpose Senior Center
Location: 8956 Vanalden Avenue, Northridge, CA 91342

Name: Sherman Oaks East Valley Adult Center
Location: 5056 Van Nuys Boulevard, Sherman Oaks, CA 91403

Name: Single Room Occupancy Housing Corporation – Russ Hotel
Location: 517 South San Julian Street, Los Angeles, CA 90013

Name: Slauson Multipurpose Senior Center
Location: 5306 South Compton Avenue, Los Angeles, CA 90011

Name: St. Barnabas Multipurpose Senior Center
Location: 675 South Carondelet Street, Los Angeles, CA 90057

Name: Theresa Lindsay Multipurpose Senior Center
Location: 429 East 42nd Place, Los Angeles, CA 90011

Name: Watts Labor Community Action Committee (Southwestern)
Location: 5133 South Crenshaw Boulevard, Los Angeles, CA 90043

Name: Watts Labor Community Action Committee (West Adams)
Location: 2528 West Boulevard, Los Angeles, CA 90016

Name: Wilmington Multipurpose Senior Center
Location: 1148 North Avalon Boulevard, Wilmington, CA 90744

3. The Contractor shall provide HICAP services at the multipurpose senior centers a minimum of once per quarter. If the Contractor does not provide HICAP services at a City multipurpose center and the City multipurpose center declines to host a HICAP education program, the Contractor will conduct a HICAP education program at an alternative site location in the ASA in which the senior center is located. The Contractor is required to provide notification prior to conducting the HICAP education at an alternative site location. The Contractor is required to notify the City of any additional sites or alternate sites selected by the Contractor for the provision of HICAP services. The notification will include the site name, location and the proposed number of visits. Approval of the Contractor's request is contingent on the suitability of the site and the impact on sites contained in this Agreement.

E. Community Based Services Program - Health Insurance Counseling and Advocacy Program

The purpose of the Health Insurance Counseling and Advocacy Program (HICAP) is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to

Medicare, private health insurance, and related health care coverage plans, on a statewide basis, and preserving service integrity.

HICAP provides three basic services. The first of these is community education to acquaint citizens, regardless of age, with timely, accurate information on health care-related issues. The second component is lay counseling and advocacy; one-on-one, confidential, direct assistance and intervention on billing and claims, access to care, and health care delivery systems, as well as health and long-term care insurance policy and certificate analysis. Finally, HICAP provides legal representation or referral for Medicare-related appeals and grievances when issues cannot be resolved at a less formal level.

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

CLIENT CONTACTS	
	Total Clients Counseled (Unduplicated)
	Total Number of ALL Client Contacts

COUNSELING (Hours)	
	# of Volunteer Counseling Hours
	# of Paid Staff Counseling Hours
	Total Hours Counseled

LEGAL SERVICES	
	Legal Clients Served
	Client Representation Hours
	Consultation to Program Hours

PUBLIC AND MEDIA EVENTS	
	Public, Media, Community Education Events
	Events/Booths/Exhibits/Outreach Events
	Persons Reached at PAM Events

EDUCATIONAL MEDIA	
	Television/Cable Show
	Radio
	Other Print Activity (Newspaper Articles/Fliers/Pamphlets, etc.)
	Total Educational Media

EDUCATIONAL MATERIALS	
	Other HICAP or Insurance related publications

OUTREACH/PUBLICITY	
	Television/Radio/Ads/Crawls, etc. (PSA Electronic Events)
	General HICAP Brochures/Posters
	Total Outreach/Publicity

2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
3. The Contractor shall conduct at least one presentation at a senior residential facility annually in each City ASA.
4. Participant donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule of donatives rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be

responsible to implement procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations.

5. Staff and Volunteer

Volunteers for the HICAP may be reimbursed for expenses incurred, as specified by the California Department of Aging (CDA).

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

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

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

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

No registered volunteer health insurance counselor shall be liable to any insurance agent, broker, employee thereof, or similarly situated person for defamation, trade libel, slander, or similar actions based on statements made by the counselor when providing counseling, unless a statement was made with actual malice.

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

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

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

The CDA shall not register any applicant under this section unless he or she has completed all training requirements and has served an internship of co-counseling of not less than 10 hours with an experienced counselor and is determined by the local program manager to be capable of discharging the responsibilities of a counselor. An applicant shall sign a conflict of interest and confidentiality agreement as specified by the CDA.

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

F. Advisory Council

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

G. Public Information

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

H. Volunteer Staff

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

I. Staff and Volunteer Training

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

J. Internal Monitoring

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

K. Linkages With Other Agencies

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

L. Performance Standards

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

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

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

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

staff will be in place including the contractor's Nutrition Director. Contracts between service provider and caterer for the 12 month period will have been executed. Project kitchens will be operational. Rental agreements for the 12 month period will have been executed. Contact information about the C-1 program has been made public throughout the community.

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

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

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

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

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

M. Computer/Automation Requirements

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

N. Good Food Purchasing Pledge

The Contractor pledges its purchasing power to support:

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

O. Grievance Procedures

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

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

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

P. Voluntary Contributions

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

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

ATTACHMENT 1

BUDGET DOCUMENTS

Part A: Budget Summary by Cost Category and Projected Expenditures by Month (Not Applicable to performance based contracts)

Part B: Budget Justifications, Cost Category - Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)

Part C: Budget Justifications, Cost Categories - Direct Costs, (Not applicable to performance-based contracts)

Part D: Budget Justification, Cost Categories - Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)

CITY OF LOS ANGELES
STANDARD LANGUAGE
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No. ()

Project Title: Evidence Based Programming – CDBG

Contractor:

Doing Business As: N/A

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

Corporate Number:

D-U-N-S® (Data Universal Numbering System) Number:

CFDA (Catalog of Federal Domestic Assistance) Number:

CFDA Number	Title	Year	Award Number	Award Name
14.218	Community Development Block Grants/Entitlement Grants	2021-2028	B-21-MC-06-0523	Community Development Block Grants/Entitlement Grants

Center(s): N/A

Delivery Service Area

(if applicable)

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EXHIBITS

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EXHIBIT C	NOTICE OF PROHIBITION AGAINST RETALIATION
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AGREEMENT NUMBER OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
RELATING TO
RELATING TO

THE EVIDENCE BASED PROGRAM SERVICES

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, and
, a non-profit community based agency (Contractor) for the provision of services related to the Evidence
Based Program.

RECITALS

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

WHEREAS, the Los Angeles Department of Aging (LADOA) has entered Into a Memorandum of
Understanding (MOU) with the Housing and Community Investment Department of Los Angeles (HCIDLA); and

WHEREAS, LADOA, has been designated by the City to provide for the proper planning, coordination,
direction and management of the City's various older adult activities; and

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

WHEREAS, the Evidence Based Program (EBP) that is the subject of this Agreement, has been established
by the City as one of the above described programs, and has been funded in the HCIDLA budget by HUD pursuant
to the CDBG Program; and

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City
Council and the Mayor (refer to Council File Number dated) that authorizes the General Manager
of LADOA to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 10/21) [v.4], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

Mariella Freire-Reyes, Interim General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

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

B. The Contractor, represented by:

With copies to:

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §501 herein below.
 2. An Affirmative Action Plan in accordance with §502 herein and a copy of which is located on the City's Business Assistance Virtual Network (BAVN) at www.labavn.org.
 3. If the City has approved the advancement of CDBG funds to Contractor, a Special Bank Account Agreement with a bank for the deposit of the advanced CDBG funds. The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, 2 CFR Part 200, Section 200.214 and 29 CFR Parts 97.35 and 98.510 attached hereto as Exhibit D and incorporated herein by reference.
 10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit E and incorporated herein by reference.

Contractor shall comply with all provisions of 31 USC §1352 *et seq.*, 29 CFR Part 93 and 2 CFR Part 200, Appendix II.

11. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on BAVN at www.labavn.org prior to the award of the City contract.
12. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.
13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit F and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 and any additional time up to 45 days to complete closeout activities, provided that said term is subject to the provisions of this Agreement (Term). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

Based on the National Council on Aging (NCOA) Model, the EBP is a practical, cost-effective program designed to provide services to seniors that will maintain and/or improve the health and activities of daily living for the purpose of sustaining independent living through teamwork between health care and community-based service providers. These services shall be provided at a multipurpose senior center (MPC), which is the designated focal point in each of the fifteen Aging Service Areas (ASA), or various other locations convenient to the older adult population throughout the ASA. The PSA list of focal points throughout the City of Los Angeles is attached hereto as Exhibit I and incorporated herein by reference.

A. Evidence Based Program

The Contractor shall provide evidence based program services that are judged to be proven interventions that consistently help senior adults achieve specific goals and health outcomes. The program shall include but not be limited to:

1. A daily set of program activities "endorsed" by a federal agency or respected research organization.
2. Use of staff/volunteers/interns trained and licensed to enhance and support the EBP activities and services.
3. Providing program activities and a facility that is responsive to the cultural and language needs of the participants it serves.
4. A physical facility that conforms to the requirements of the American with Disabilities Act (ADA).
5. Providing community outreach and education that informs seniors and their families of the benefits and services offered by the EBP.
6. Supportive services to working caregivers and family members that include counseling and referrals to other community resources.

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

B. Scope of Work

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

§203 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES:

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

201 (a-q) e
202 (a-c) _____
203 (a-c) _____

204 (a) _____
205 (a) _____
206 (a-h) _____

- B. All programs funded with CDBG funds must meet one of three national objectives. This project meets the following national objective (check only one):

1. X Activities benefiting very low, low-income and moderate-income persons under 24CFR 570.208 (a).

a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.

b. X Limited-Clientele activities: 570.208(a) (2): A X; B ____; C ____; D ____

c. _____ Housing activities

d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low-income persons.

2. ____ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).

a. ____ Activity is located in a slum or blighted area, which has been (check one):

____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b) (1), prevention or elimination of slums or blight.)

b. ____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.

c. ____ Activity will address slum or blight in an urban renewal/ redevelopment area.

3. ____ Activities designed to meet community development needs having a particular urgency, under 24CFR 570.208 (c).

- C. Contractor, during the Term, shall not perform services, or otherwise engage in any activities, that are not consistent with the national objective and project eligibility. Should the City determine that Contractor has performed services or otherwise engaged in activities not in furtherance of the national objective and/or project eligibility, then the City may disallow payment for such services/activities, terminate this Agreement and/or take any other actions as authorized herein.

AGENCY NAME

§204 BUDGET

- A. Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget (Budget). The parties have cooperated in the preparation of Budget documents, consisting of the following, which shall control the expenditures by the Contractor and which is attached hereto as Attachment 1, Budget Documents and incorporated herein by reference.
1. Part A: Budget Summary by Cost Category, which is a summary by Cost Categories of approved expenditures; and
 2. Part B: Budget Justification, Cost Category Personnel Costs (Wages and Employee Benefits), which is a detailed listing of approved Contractor's personnel and their wages and benefits; and
 3. Part C: Budget Documents, Cost Category, which is a detailed listing of Direct Costs; and
 4. Part D: Budget Documents, Cost Category, which is a detailed listing of Equipment and Indirect Costs; and
 5. Budgets described herein shall be adhered to unless modified and approved in writing as provided by PSC-5 of Exhibit A which is attached hereto and incorporated herein by reference.

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

- A. Compensation
1. The City shall pay Contractor an amount not to exceed Three Hundred Thousand Dollars (\$300,000), for the performance of the Scope of Work. These funds shall be allocated from the CDBG Public Service funds and City General Funds and shall be expended in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
 2. Funding allocation for the full term of this Agreement shall be as follows:

EVIDENCE BASED PROGRAM FUNDING			
FUNDING SOURCE July 1, 2022 – June 30, 2023	ASA NAME ASA #	ASA NAME ASA #	TOTAL FUNDS
CDBG – Public Service Funds (PY 2022-2023)			
City General Funds (FY 2022-2023)			
TOTAL FUNDS			

In accordance with Title 2 CFR §200.331(a), *Requirements for pass-through entities*, Federal Award Identification information is as follows:

Federal Award Identification Number (FAIN):	B-21-MC-06-0523
Federal Award Date:	2021-2028

Award is Research and Development (R&D):

☐ Yes ☒ No

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
4. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
6. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
7. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
8. If applicable, Contractor is required to provide the sum of Eight Thousand Three Hundred Thirty-four dollars (\$8,334) per ASA totaling Thirty-three Thousand Three Hundred Thirty-three Dollars (\$33,336) non-federal monies as a match to the funds provided by this Agreement. Match Funds must be fully documented and are subject to city audit.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of federal funds for this program to the City. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.
2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
 5. Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within 15 days after the termination date of this Agreement.
- D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs:
1. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 2. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
 3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 4. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].
- G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, Contractor shall not incur overtime work expenditures.
- K. Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work

and in compliance with 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.

- L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.
- M. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code Section 12650 et seq.) including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

- A. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200 and 2900, and with the principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.
 - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
 - 3. Be fully documented and determined in accordance with GAAP.
 - 4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

- B. Certain costs and expenditures are unallowable under 2 CFR Part 200, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:
1. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 3. Contributions and donations.
 4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
 5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
 6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 8. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
 10. Insurance policies offering protection against debts established by the federal government.
 11. Costs prohibited by §200.450 and 29 CFR Part 93 include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
 12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
 13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 2 CFR 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.
- C. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion,

program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

- D. Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.

5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 10/21) [v.4] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146 Rev. 6/12) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions And Information On Complying With City Insurance Requirements (revised 05/18) that can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is

appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. KwikComply™ is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access KwikComply™ at <https://Kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the Term to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the performance of services, inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§502 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. Contractor shall comply with the provisions of the Los Angeles Administrative Code §§10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than the Equal Employment Practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration of \$25,000 or more, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Bureau of Contract Administration, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, familial status, domestic partner status, physical disability, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

§503 CONFLICT OF INTEREST

- A. No City-funded Employees as Board Members

The City will not execute any agreements and/or amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

- B. Code of Conduct

- 1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in WDS Directive No. 17-08, which supersedes WDS Directive #14-05, and is accessed at <http://ewddlacity.com>. > About EWDD (drop down) > Bulletins & Directives > Workforce Development System (Directives) > 2016-2017 > scroll to 17-08. The Code shall be submitted to the City for approval prior to execution of this Agreement.
- 2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
8. Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.
9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

10. Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
 11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
 12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
 13. Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.
- C. Contractor shall comply with 2 CFR 200.112 by disclosing in writing any potential conflict of interest to the federal awarding agency or the City in accordance with applicable federal awarding agency policy.

§504 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. Federal Award Requirements

Contractor shall comply with the provisions of 2 C.F.R., Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Single Audit Act

If federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and 2 CFR Parts 200 and 2900; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

- b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Subcontracts and Procurement

- a. Contractor shall comply with the Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- b. Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Labor

- a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.
- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- g. Child Support Compliance Act, California Family Code §5200 *et seq.*,
 - 1) Comply with applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code and
 - 2) That to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new

employees to the New Employee Registry maintained by Employment Development Department (EDD).

- h. Priority Hiring Considerations: If the Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients pursuant to California Public Contract Code Section 10353.
- i. Family Economic Security Act (FESA) AB 3424, as amended, CUIS 1500 *et seq.*, and any successor legislation.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" (LEP), which requires recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by person with LEP as more fully described in U.S. Department of Housing and Urban Development's (HUD's) final guidance contained in Federal Register, Volume 72, No. 13.
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of disability.
- d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- I. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).
- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 *et seq.*).

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, EOs 12549 and 12689, 29 CFR Parts 97.35 and 98.510, and 2 CFR Section 200.214, and any amendments thereto, regarding Suspension and Debarment. Contractor shall require that the language of the certification required by §104(B)(9) be included in the award documents for all sub-awards at all tiers, and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

11. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq.*).

12. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq.*) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

14. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200.

16. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars (\$10,000) per false claim.

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations

potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, “Remedies for Noncompliance,” including suspension or debarment. (See also 2 CFR Part 180 and 31 USC 3321.)

B. Statutes and Regulations Applicable to This Grant Agreement:

Contractor shall comply with the following statutes and regulations as applicable:

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.
2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including ensuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
4. Federal Acquisition Regulation, 48 CFR, Part 31.
5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms “sexual orientation” and “gender identity” are defined in 24 CFR §5.100.

b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant’s sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term “household” is defined in 24 CFR §570.3.

§505 FEDERAL, STATE AND LOCAL TAXES

Federal, State, and local taxes shall be the responsibility of Contractor as an independent contractor and not as a City employee.

§506 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit G and incorporated herein by reference.

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 - 1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report – Due on or before the 15th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 15th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
 - 2. Closeout Report
 - a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.
 - b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

- A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this

Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of three (3) years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. See 2 CFR Section 200.333-337.

- B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents; 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§604 EQUIPMENT RECORDS

- A. Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, computing devices, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; (4) source of acquisition (5) condition of the equipment; (6) title holder; (7) date of disposition and sale price, if applicable; and (8) location.

- B. All equipment obtained under this Agreement shall require justification from the Contractor and approval from the City.
- C. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- D. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term “equipment” as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:
 - a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
 - c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if

lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§606 ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.
 1. In accordance with GAAP and City Directives, financial systems shall include:
 - a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
 - b. Effective internal controls to safeguard assets and assure their proper use;
 - c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
 - d. Source documentation to support accounting records;
 - e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
 - f. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
 2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§607 DOCUMENTATION OF EXPENDITURES

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

- C. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Parts 200 and 2900, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to LADOA's Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LADOA, and/or
 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
1. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
 3. Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - a. Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

- b. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094 (c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - c. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- 4. Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
- 5. Contractor shall notify City within 24 hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - a. Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
 - b. If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- 6. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- 7. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- 8. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- 9. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- 10. Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- 11. All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social

security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business or if a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.

12. Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
13. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
14. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

- A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.
- C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§611 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

- A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System prescribed by the City for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
- C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§614 PRESS RELEASES – PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§615 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§617 TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§618 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or HUD or their officials, employee or representatives.

§619 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

- B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§620 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontracting/procurement requirements set forth in Exhibit H, which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds

to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

8. REMEDIES

§801 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

- A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.
- B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§803 SUSPENSION OF THE AGREEMENT

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104A.3 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§804 TERMINATION OF AGREEMENT

- A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a 30 day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.
- B. Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.
- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.
- H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§805 NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement.

§902 ORDER OF PRECEDENCE

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the other exhibits and attachments hereto, and (iv) any documents provided by Contractor.

§903 RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§904 COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that electronic signatures (facsimile, .pdf, or in any other electronic format designed by the City), and sent by e-mail, shall be deemed original signatures.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes () pages, () exhibits, and () attachment that constitute the entire understanding and agreement of the parties.

10. SIGNATURE PAGE

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly appointed representatives.

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Regina C. Mills
Deputy City Attorney

By: _____
Mariella Freire-Reyes
Interim General Manager
Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

For:

By: _____

By: _____
Name:
Title:

Date: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
Name:
Title:

D-U-N-S® Number:

Business Tax Registration Certificate Number:

Internal Revenue Service Number:

Council File Number: ; Date of Approval:

Agreement Number _____ of City Contracts, Amendment Number N/A

EXHIBIT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit B hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit B hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit B hereto. Exhibit B is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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 and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

STANDARD PROVISIONS

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _____ Statutory

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

____ **General Liability** _____

☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

____ **Pollution Liability** _____

☐

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

In keeping with this program intention, mutually developed performance outcomes and measures will be established for this contract. The Contractor's performance will be evaluated based on consideration of the units of service in Exhibit G incorporated by this reference and the performance outcomes and measures.

- A. The Contractor shall plan, develop, operate, and manage the programs, which are the subject of this Agreement, in compliance with governmental codes, regulations, and directives applicable to such programs and as defined in this Agreement.

The Contractor shall be responsible for the reporting of the monthly performance data to the Los Angeles Department of Aging (LADOA).

B. Targeting of Services

1. The Contractor shall provide services to senior individuals (62 + years old) with greatest economic need, with particular attention to low income and very low income individuals. A participant's income may be used to limit or deny services.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, including that caused by racial or ethnic status, which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C. Units of Service

The units of service referred to in this Agreement are in accordance with those standard units of service defined by LADOA.

1. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
2. Participant donations for services rendered by the Contractor shall be received with complete anonymity. The advisory council related to this program shall recommend a suggested schedule of donative rates which the Contractor will post in a prominent location within the service area. The Contractor's program director shall be responsible to implement procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations.

D. Senior Emergency Meal Program

1. The senior emergency meal program shall provide home-delivered meals to persons 65+ years of age or older who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The service provider shall serve all ethnic groups in each Aging Service Area in which services are being provided in proportion to the number of that ethnic group in the Aging Service Area as is shown in the Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025

<<<https://www.dietaryguidelines.gov/resources/2020-2025-dietary-guidelines-online-materials>>> will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Individuals with disabilities who reside in a non-institutional household with an individual eligible for home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.

2. The Contractor shall ensure meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's Nutrition Director is responsible for the overall coordination of the senior emergency meal program.
4. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140 °F or higher for hot foods and 41° F or below for cold foods
5. Participants' donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule of donatives rates, which the Contractor will post in a prominent location within the service area. The Contractor's Nutrition Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the donations
6. The Contractor shall not use funds from the senior emergency meal program to supplement any other program component they provide to their service area
7. Units of Service:

a. AGING SERVICE AREA

The Contractor shall provide hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from LADOA is required if cold, frozen; dried, canned, or other appropriate meals are to be served. The Contractor shall serve unduplicated clients, providing meals during the Covid-19 pandemic.

b. AGING SERVICE AREA

The Contractor shall provide hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from LADOA is required if cold, frozen; dried, canned, or other appropriate meals are to be served. The Contractor shall serve unduplicated clients, providing meals during the Covid-19 pandemic.

E. Multipurpose Center

The Multipurpose Center(s) (MPCs) shall serve as the community focal point on aging where older persons 60 years of age or older can come together for services and activities, which enhance their dignity, support their independence and encourage their involvement in and with the community. Using the 2010 Census as adjusted by the post enumeration survey, the Contractor shall proportionally serve all ethnic groups in each Aging Service Area (ASA) in

which services are being provided. The center shall also serve as a community resource for information on aging, for training professionals and lay leadership, and for developing new approaches on aging programs.

F. Client Eligibility

1. During the term of this agreement, approximately one hundred percent (100%) of the total persons served shall reside in the ASA, or the ASA.
2. City Funded CDBG:
 - a. Of the total persons served, the percent of the total who shall meet the poverty guidelines as defined by Title 43 Code of Federal Regulations (CFR) Subpart 1060.2, CSA Income Poverty Guidelines, and the percent of the total who shall be of very low, low income or moderate income as defined by Title 24 CFR Section 570.3:

60% Meeting Low/Moderate Guidelines
 - b. The Contractor shall document the status of potential clients as to their residence in the City of Los Angeles and their income. This information for each client shall be maintained in a file and made available for examination in accordance with §602, Maintenance of Records, and §608, Audits and Inspections, of the General Terms of this Agreement.

G. Unduplicated Clients

1. The Contractor shall provide services in accordance with the following goals for unduplicated clients and program outcomes. These goals may be further detailed in subsections dealing with specific services provided by the Contractor.
 - a. Twelve (12) months unduplicated clients for the period of July 1, 2022 through June 30, 2023.
 - b. Minimum number of unduplicated clients shall be () per ASA.

H. Project Operating Hours and Location

The Contractor shall provide Evidence Based Program services for project participants at the following MPCs and various locations convenient to the senior population throughout the following Aging Service Areas (ASAs).

AGING SERVICE AREA

MPC Name:

Address:

AGING SERVICE AREA

MPC Name:

Address:

Services shall be provided between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, except for authorized holidays.

I. Program Activities

The Contractor shall provide programming activities that reflect evidence based health promotion programs and risk reduction interventions in the areas of physical activity, depression, diabetes self-management, and nutrition. The Contractor shall offer no less than three (3) types of evidence based model programs annually; each program shall be offered no less than four (4) times per program year; and providers shall offer the following evidence based modules as follows:

1. Healthier Living/Chronic Disease Self-Management (CDSMP) module or Tomando Control de su Salud (Healthier Living, Spanish version);
2. Caregiver support modules such as Savvy Caregiver (support for caregivers of people with dementia), Powerful Tools for Caregivers (focuses on the needs of the Caregiver), and/or, HomeMeds (addresses medication safety among older adults by connecting homecare and other community-based services to health providers); and
3. Physical Activity modules such as A Matter of Balance (fall prevention), Aquatic Exercise Association Exercise Program (physical activity for those with Arthritis), Aquatic Exercise Association Aquatic Program (Warm-water exercise program), Arthritis Foundation Walk with Ease Program (walking exercise program), Active Start (physical activity class and support group), and/or Healthy Moves (in-home physical activity for frail senior)

The Contractor shall add evidence based health promotion options, if required by LADOA, to the list of approved programs during the contract year.

Providers must have no less than completers (completers of the total classes provided for the program year for each of the following ASAs: ASA and ASA). A “completer” is defined as one that has completed a minimum of 75% of the number of sessions provided for each class, and who is:

- 62 years of age and older, OR
- An informal caregiver who is 18 years of age and older, OR
- A grandparent or older individual 55 years of age and older that is a relative caregiver for a child by blood, marriage or adoption.

J. Outreach Services Program

The Contractor shall provide an outreach service program through which a diverse population targeted for EBP services and hard-to-reach isolated elderly individuals in greatest need of available social services are identified and contacted. The purpose of the outreach services program is to inform these individuals of the opportunities and assistance available, with the intent of linking them to the appropriate service.

K. Grant-Related Income

1. Grant-related income shall be defined by LADOA as the following:
 - a. Grant-related income refers to income derived as a direct or indirect result of a grant or from activities designed to supplement grant funds. It includes income from program income, gifts, donations, income from wills and /or trusts, the object of which is to benefit the grant-funded project. The income generated is used to expand project services.
 - b. Grant-related is accounted for in terms of “Program Income” and “Other Income” as follows:

- 1). Program Income – See §404, Program Income, and §405, Return of Program Income, of the General Terms (Part 4) of this Agreement.
 - 2). Other Income - Income derived from sources other than program income. It includes agency fundraiser efforts to generate money other than grant funds (i.e., auctions, social events, rebates, etc.) Income from fundraising can be used as a match or non-match.
2. Contractor shall post a public notice that contains a sliding scale for EBP fees or process for providing scholarships.

L. Advisory Council

All LADOA funded programs must have a program-related advisory council formed within sixty days of contract execution. At least 50% plus one of the memberships must be composed of service consumers and shall consist of at least five members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. (Not applicable to regional nutritionist contractor.)

M. Public Information

The Contractor shall provide information about the Contractor's program and other resources for older people in the community through the broad use of available media. Any written materials or publicity generated must identify LADOA as its funding source. Public information shall be used to attract new participants, to attract volunteers, to enhance the community's image of older people and to generate new sources of financial support.

N. Volunteer Staff

A volunteer is an individual who performs a task related to the program without receiving pay for his or her work. The Contractor shall use volunteers as part of the overall staff to provide support for the program.

The Contractor must provide a written plan for utilizing volunteers.

Volunteers shall be supervised by the project director or his/her designee. The Contractor shall document volunteer time through a time card or sign in/out procedure which shall record:

1. Printed/typed name and signature of volunteer
2. Dates of volunteer service
3. Type of volunteer service performed and number of hours performed
4. Acknowledgement of reported information by project director

Documentation on volunteers for the project shall be coordinated and maintained in a file by the Contractor. The Contractor shall have its accounting services compute dollar equivalent information for volunteer's time on a monthly basis.

O. Staff and Volunteer Training

The Contractor shall provide training to all staff, paid and volunteer, to assist in developing their abilities, improve their job performance, and to ensure appropriate relationships between staff and participants.

P. Internal Monitoring

The Contractor shall perform internal monitoring to review and appraise all or part of the program's operations. This monitoring shall be a systematic method to collect and examine data relating to special areas of concern, as well as ongoing aspects of the operation or program. Internal monitoring shall also reveal problems with a specific activity or service, or provide input for planning of the coming period or the rectifying of detected problems.

Q. Linkages With Other Agencies

The Contractor shall form cooperative agreements with other community agencies, including agencies not funded by LADOA, to ensure comprehensive and coordinated service delivery preventing duplication of services, continued expansion of services and/or reduction in program costs. Cooperative agreements shall include a detailed description of the collaboration. The Contractor shall provide a listing of linkages proposed to be established. The Contractor shall have a method for tracking referrals and referral sources and maintain a record of such.

R. Performance Standards

The Contractor agrees that full contract compliance with procedure and protocol established herein as set forth by LADOA. The Contractor also agrees that when a performance falls below ninety-five percent (95%) or exceeds one hundred and ten percent (110%) of the contracted unit of service level for any quarter, a corrective action plan will be developed and submitted to LADOA for review and approval. The plan should include, but not be limited to:

1. Number of units of service needed to restore contractual unit of service compliance (in the case of quantitative noncompliance).
2. Item(s) requiring correction or modification (in the case of qualitative noncompliance).
3. Specific reasons and/or causes, which fully explain such deficient performance.
4. An action plan time frame during which Contractor proposes to restore compliance with the contractual unit of service performance level or qualitative performance standard.
5. All staff positions contained in the personnel budget of the Contract are occupied and can be verified by time records.

S. Program performance measurements will be developed in association with the EBP Agreement and detailed in correspondence to the Contractor. The Contractor shall comply with the performance outcomes used to measure the effectiveness of the EBP.

T. Computer/Automation Requirements

1. The Contractor shall agree to the installation of a personal computer and peripheral equipment, software, and telecommunication lines to LADOA's host computer, at service center site(s) and/or operating agency's administrative office(s), at the discretion of LADOA as automated systems are developed. Said computer, peripheral equipment, and software are to remain the property of the City of Los Angeles and may be used for other service center functions only after LADOA mandated systems are satisfied.

2. The Contractor shall obtain fire and theft insurance coverage for replacement of new computer, peripheral equipment, and software from the time of installation to the end of contract. The Contractor shall reimburse LADOA for the cost of all computers, peripheral equipment, and software from proceeds of insurance claims due to loss of same through fire or theft.
3. The Contractor shall sign a separate itemized listing, which provides for specific identification of computer equipment, peripheral equipment, and software loaned by LADOA, adherence to computer software license agreements, care and usage, specific allowable applications, and date and other conditions of return of equipment to LADOA.
4. The Contractor shall provide trained personnel to operate a personal computer for reporting Information and Assistance (I & A), Management Information System (MIS), and other automated reports as such reporting systems are developed by LADOA.
5. The Contractor shall provide ready access to LADOA personnel during regular working hours for inspection and/or recovery of computer equipment, peripheral equipment, and software.
6. The Contractor shall provide printer paper supplies, printer cartridges/toner, compact discs (CDs/DVDs), and other related office supplies.
7. Maintenance of the personal computer, peripheral equipment, and software loaned to the Contractor, shall be the responsibility of LADOA.

U. Confidentiality

1. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
2. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
3. The Contractor shall maintain participant confidentiality of the fees and donations contributed to the EBP Program.
4. The Contractor shall promptly transmit to the City all requests for disclosure of such identifying information not authorized by the participant.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the City without prior written authorization from the City.

V. Grievance Procedures

Contractor shall establish a written grievance process for reviewing and attempting to resolve program participant complaints. At a minimum the process must include all of the following:

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to LADOA if dissatisfied with the results of the Contractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the complainant's consent.
4. Require Contractor to notify all program participants of the grievance process available to them, both through the Contractor and LADOA, by
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in MPCs. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by LADOA.
 - b. Advising homebound program participants of the process either orally or in writing upon the Contractor's contact with the program participants.
 - c. Complaints may involve, but not be limited to, any or all of the following:
 - 1). Amount or duration of a service.
 - 2). Denial or discontinuance of a service.
 - 3). Dissatisfaction with the service being provided or with the Contractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - 4). Failure of the Contractor to comply with any of the requirements set forth in the California Code of Regulations (Title 22 CCR §§7400 – 7406) or in the contract or subgrant agreement with LADOA.

W. Voluntary Contributions

Contractor shall have a method in place where program participants have the opportunity to voluntarily contribute to the cost of the programs. The method must include:

1. A suggested contribution amount for qualified program participants;
2. A sign indicating the suggested contribution which is posted in a conspicuous location in the facility where services are provided;
3. Homebound program participants are provided notifications regarding voluntary contributions including a policy for collecting voluntary contributions from homebound participants; and
4. The protocol for collecting voluntary contributions assures that an eligible participant's voluntary contribution is kept confidential.

Third Amendment to Agreement	C-133739
Project Title:	EMERGENCY ALERT RESPONSE SYSTEM (E.A.R.S.)
Contractor:	BEST BUY HEALTH, INC. (FORMERLY CRITICAL SIGNAL TECHNOLOGIES, INC.)
Doing Business As:	CRITICAL SIGNAL TECHNOLOGIES, INC.
Type of Organization:	For-Profit Corporation
Corporate Number:	C2926880
D-U-N-S® (Data Universal Numbering System) Number:	784964962
CFDA (Catalog of Federal Domestic Assistance) Number:	14.218
Center(s):	N/A
Delivery Service Area (if applicable)	N/A

THIRD AMENDMENT
TO AGREEMENT NUMBER C-133739 OF CITY OF LOS ANGELES CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
BEST BUY HEALTH, INC.
FORMERLY AND CONTINUALLY DOING BUSINESS AS CRITICAL SIGNAL TECHNOLOGIES
RELATING TO
THE EMERGENCY ALERT RESPONSE SYSTEM PROGRAM

THIS THIRD AMENDMENT to Agreement C-133739 of City of Los Angeles Contracts is made and entered into by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of Aging (LADOA) and Best Buy Health, Inc., formerly and continually doing business as Critical Signal Technologies (CST), a for-profit Delaware corporation (Contractor) for the provision of services related to the Emergency Alert Response System (E.A.R.S.) Project. Collectively, the parties are hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the Parties have entered into an Agreement wherein Contractor shall provide certain services. Said Agreement was effective July 1, 2019, which together with all amendment(s) thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 5 of the Standard Provisions for City Contracts provides for amendments; and

WHEREAS, on October 21, 2019, the Consultant notified LADOA that Critical Signal Technologies, Inc. was acquired and changed their legal name to Best Buy Health, Inc., however the Contractor will continue to operate under the trade name Critical Signal Technologies; and

WHEREAS, the Parties are desirous of amending the Agreement as authorized by the Los Angeles City Council and Mayor (refer to Council File Numbers ____ dated ____) that authorizes the General Manager of LADOA to prepare and execute the Agreement for the purpose of:

- a. Extending the Agreement through June 30, 2023;
- b. Amending §202 Scope of Work and Contractor;
- c. Amending §301 A, by adding additional funds in the amount of One Hundred Seventy-Two Thousand One Hundred and Fifty-Four Dollars (\$172,154) for a new contract total of Five Hundred Ninety-Five Thousand Seven Hundred and Sixteen Dollars (\$595,716); and
- d. Making such changes as are required in connection with the foregoing, all as detailed elsewhere in this Agreement.

WHEREAS, this Agreement is necessary and proper to continue and/or complete certain activities authorized by this Agreement.

NOW, THEREFORE, the Parties agree that the Agreement be amended effective July 1, 2022 as follows:

AMENDMENT

1. Amend **§201 TIME OF PERFORMANCE**, Paragraph A by deleting it in its entirety and replacing it with the following:

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from **July 1, 2019 to June 30, 2023** and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
2. Amend **§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY**, Subsection O. Payment to the Operating Agency, Paragraph 3 by deleting it in its entirety and replacing it with the following:

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

- O. Payment to the Operating Agency

3. Funds provided by this Agreement shall be expended by the Contractor to supply the following services and equipment, if any, as provided by the table below:

Funding Source	Period
Amount FY 2019-20 (45th Year)	July 01, 2019 through June 30, 2020
Amount FY 2020-21 (46th Year)	July 01, 2020 through June 30, 2021
Amount FY 2021-22 (47th Year)	July 01, 2021 through June 30, 2022
Amount FY 2022-23 (48th Year)	July 01, 2022 through June 30, 2023

3. Amend **§301 CONTRACTOR COMPENSATION**, Subsection A. Compensation, Paragraphs 1 and 2 by deleting them in its entirety and replacing them with the following:

§301 CONTRACTOR COMPENSATION

- A. Compensation

1. The City shall pay the Contractor a minimum amount of **\$10.55** per client per month as well as pay the Contractor an additional amount of **\$6.00** per client per month for the service of a Fall Detection Unit, and/or an additional amount of **\$9.45** per client per month for the service of a Home-Based Cellular Unit. Each additional service may only be provided if the client is currently being charged the **\$10.55**. The total amount paid to the contractor shall not exceed **Five Hundred Ninety-Five Thousand Seven Hundred and Sixteen Dollars (\$595,716)**, for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the CDBG Public Service funds and shall be expended in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

2. Funding allocation for the full term of this Agreement shall be as follows:

FUNDING ALLOCATION TABLE

Funding Source	Community Development Block Grant (CDBG)	EARS Program Income	Total Allocation
Amount FY 2019-20 (45th Year)	\$122,154	\$5,000	\$127,154
Amount FY 2020-21 (46th Year)	\$122,154	\$2,100	\$124,254
Amount FY 2021-22 (47th Year)	\$172,154	\$0	\$172,154
Amount FY 2022-23 (48th Year)	\$172,154	\$0	\$172,154
Total Amount	\$588,616	\$7,100	\$595,716

In accordance with Title 2 CFR §200.331(a), *Requirements for pass-through entities*, Federal Award Identification information is as follows:

Federal Award Identification Number (FAIN):	B-18-MC-06-0523 B-19-MC-06-0523 B-20-MC-06-0523 B-21-MC-06-0523 B-22-MC-06-0523
Federal Award Date:	2018-2021
Award is Research and Development (R&D):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Except as herein amended, all other terms and conditions of the original Agreement shall remain unchanged.
5. This Amendment may be executed in more than one counterpart, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that electronic signatures (facsimile, portable document format (pdf) or in any other electronic format designated by the City) and sent by e-mail shall be deemed original signatures.
6. This Amendment is executed in three triplicate originals, each of which is deemed to be an original. The Amendment includes five (5) pages, and five (5) exhibits which constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: _____
Assistant/Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

For: THE CITY OF LOS ANGELES

MARIELLA FREIRE-REYES
Interim General Manager
Los Angeles Department of Aging

By: _____

Date: _____

For: BEST BUY HEALTH, INC., dba CRITICAL SIGNAL
TECHNOLOGIES

(Contractor's Corporate Seal)

By: _____
Name: Stacie Ruth
Title: SVP, Virtual Care

Date: _____

By: _____
Name: Jaydeo Kinikar
Title: VP, Virtual Care Offering Management

Date: _____

City Tax Registration Certificate Number: 0002515458

Internal Revenue Service ID Number: 20-5117627

Council File Number: _____; Date of Approval: _____

Agreement Number C-133739 of City Contracts, Amendment Number 3

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 — Fax: (213) 847-2777**

Rev. 08/08

AGREEMENT NUMBER: C-133739

Best Buy Health, Inc. dba Critical Signal Technologies
CONTRACTOR/BORROWER/AGENCY

Stacie Ruth, SVP, Virtual Care
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER: C-133739

Best Buy Health, Inc. dba Critical Signal Technologies
CONTRACTOR/BORROWER/AGENCY

Stacie Ruth, SVP, Virtual Care
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit D (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER: C-133739

Best Buy Health, Inc. dba Critical Signal Technologies
CONTRACTOR/BORROWER/AGENCY

Stacie Ruth, SVP, Virtual Care
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F

MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☒ False ☐
2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☒ False ☐
3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True ☒ False ☐
4. Except as recorded or disclosed to you herein, I know of no instances of:
 - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☒ False ☐
 - b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True ☒ False ☐
 - c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True ☒ False ☐
5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True ☒ False ☐
6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True ☒ False ☐
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True ☒ False ☐
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True ☒ False ☐

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☒ False ☐

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☒ False ☐

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True ☒ False ☐

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True ☒ False ☐

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True ☒ False ☐

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☒ False ☐

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True ☒ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER: C-133739

Best Buy Health, Inc. dba Critical Signal Technologies
CONTRACTOR/BORROWER/AGENCY

Stacie Ruth, SVP, Virtual Care
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT I

BUDGET DOCUMENTS

Part A; Budget Summary by Cost Category and Projected Expenditures by Month (Not Applicable to performance based contracts)

Part B; Budget Justifications, Cost Category 1000-Personnel Costs (Wages and an Employee Benefits) (Not Applicable to performance-based contracts)

Part C; Budget Justifications, Cost Categories 2000–4000-Direct Costs, Equipment Costs and Indirect Costs (Not applicable to performance-based contracts)

LADOA CONTRACT SUMMARY SHEET

To: The Office of the City Attorney, Room 920, CHE
The Office of the City Clerk, Index Section, Room 395, CH
The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3rd fl.

From: Los Angeles Department of Aging
Direct Services Division
EARS Coordinator: Aurial Granger
Phone: 213-482-7235

Contract No: C-133739

CDA Agreement Number(s)/Amendment No:

Amendment Amount: \$

Amendment Authority: ☐ Administrative Code 14.8

☐ Council Amendment

Contractor Name: Best Buy Health, Inc. dba Critical Signal Technologies, Inc.

Council File No: **20-1433**

Term of Contract: **07/01/2021 to 06/30/2022**

Date of Approval: **07/01/2021**

Funding Source: **47th** CDBG Public Service funds (**FY 2021 – 22**) and E.A.R.S. Program Income

Total Amount: **\$127,154.00**

Project Title:

Line Item of Authority:

☒ Consolidated Plan, **Year 47**, ID:

☐ WIA Annual Plan, Year 14, Line #, Page

☐ Other:

Emergency Alert Response System (E.A.R.S.)

LADOA EARS Coordinator: Aurial Granger

Phone: **213-482-7235** M/S# 857

PURPOSE OF AGREEMENT/AMENDMENT: EARS PROJECT

Contractor Address:

Contact/Title/Phone:

Contract/Amendment Number	Authority	Description	Dollar Amount
Original C-133739 Amendment 2		CDBG Public Service Funds (FY 2021-22)	\$122,154.00
		E.A.R.S. Program Income	\$5,000
		TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)	\$127,154.00

FY 2022 - 2023 DEPARTMENT OF AGING ARP CONTRACT ALLOCATION OLDER AMERICANS ACT TITLE III, TITLE VII, AND PROP A																									
Aging Service Area	Contractor	Title III-B		Title III-B Ombudsman	SNF Q&A, State GF, Public Health L&C, State	Title III-C1				Title III-C2				Title III-D	Title III-E					Title VII (a)	Title VII (b)			Prop A	Grand Total
		OAA	GCP			OAA	OAA	OAA	State GF	NSIP	GCP	OAA	State GF		NSIP	GCP	OAA	OAA	OAA		OAA	OAA	OAA		
Social Services Program																									
West Wilshire	Jewish Family Services	\$ 164,366	\$ 5,491	\$ -	\$ -	\$ 191,243	\$ 48,696	\$ 28,130	\$ 45,260	\$ 155,114	\$ 293,726	\$ 29,478	\$ 154,219	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,353,100	
Westside	Jewish Family Services	\$ 154,682	\$ 5,167	\$ -	\$ -	\$ 179,974	\$ 45,827	\$ 26,473	\$ 42,593	\$ 145,974	\$ 276,419	\$ 27,741	\$ 145,132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 286,492	\$ 1,336,474	
Eastside	Mexican American Opportunity Foundation	\$ 242,675	\$ 8,107	\$ -	\$ -	\$ 282,035	\$ 71,815	\$ 41,485	\$ 66,747	\$ 229,015	\$ 433,666	\$ 43,523	\$ 227,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,884,139	
Southwest Valley	ONEgeneration	\$ 255,401	\$ 8,532	\$ -	\$ -	\$ 296,845	\$ 75,586	\$ 43,663	\$ 70,251	\$ 241,027	\$ 456,412	\$ 45,805	\$ 239,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,970,536	
Mid Valley	San Fernando Valley Interfaith Council	\$ 193,145	\$ 6,452	\$ -	\$ -	\$ 224,726	\$ 57,222	\$ 33,055	\$ 53,184	\$ 182,272	\$ 345,153	\$ 34,640	\$ 181,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,548,446	
Northeast Valley	San Fernando Valley Interfaith Council	\$ 159,109	\$ 5,315	\$ -	\$ -	\$ 185,125	\$ 47,138	\$ 27,230	\$ 43,812	\$ 150,152	\$ 284,330	\$ 28,536	\$ 149,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 286,492	\$ 1,366,525	
Northwest Valley	San Fernando Valley Interfaith Council	\$ 184,567	\$ 6,165	\$ -	\$ -	\$ 215,711	\$ 54,927	\$ 31,729	\$ 51,051	\$ 174,177	\$ 329,824	\$ 33,101	\$ 173,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,491,801	
Southeast Valley	San Fernando Valley Interfaith Council	\$ 148,873	\$ 4,973	\$ -	\$ -	\$ 173,213	\$ 44,105	\$ 25,478	\$ 40,993	\$ 140,490	\$ 266,035	\$ 26,700	\$ 139,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 286,492	\$ 1,297,032	
City	St. Barnabas Senior Center	\$ 276,154	\$ 9,225	\$ -	\$ -	\$ 321,313	\$ 81,816	\$ 47,263	\$ 76,043	\$ 260,611	\$ 493,499	\$ 49,527	\$ 259,109	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 2,111,937	
Northside	St. Barnabas Senior Center	\$ 208,362	\$ 6,960	\$ -	\$ -	\$ 242,112	\$ 61,649	\$ 35,613	\$ 57,299	\$ 196,634	\$ 372,350	\$ 37,368	\$ 195,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,651,224	
Central	Watts Labor Community Action Committee	\$ 181,244	\$ 6,055	\$ -	\$ -	\$ 210,882	\$ 53,697	\$ 31,019	\$ 49,908	\$ 171,043	\$ 323,890	\$ 32,506	\$ 170,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,467,677	
South LA	Watts Labor Community Action Committee	\$ 149,147	\$ 4,982	\$ -	\$ -	\$ 173,535	\$ 44,187	\$ 25,526	\$ 41,069	\$ 140,751	\$ 266,529	\$ 26,749	\$ 139,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,249,792	
Southwestern	Watts Labor Community Action Committee	\$ 171,561	\$ 5,731	\$ -	\$ -	\$ 199,613	\$ 50,828	\$ 29,362	\$ 47,241	\$ 161,903	\$ 306,583	\$ 30,769	\$ 160,969	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,401,937	
West Adams	Watts Labor Community Action Committee	\$ 156,895	\$ 5,241	\$ -	\$ -	\$ 182,550	\$ 46,483	\$ 26,852	\$ 43,203	\$ 148,063	\$ 280,375	\$ 28,138	\$ 147,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,302,386	
Harbor	Wilmington Jaycees Foundation*	\$ 120,926	\$ 4,040	\$ -	\$ -	\$ 140,695	\$ 35,825	\$ 20,695	\$ 33,297	\$ 114,116	\$ 216,091	\$ 21,687	\$ 113,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,377	\$ 1,058,207	
Central Business District	Single Room Occupancy Corp.	\$ 172,169	\$ -	\$ -	\$ -	\$ 89,660	\$ 21,366	\$ 12,337	\$ 39,216	\$ 27,187	\$ 48,435	\$ 4,862	\$ 55,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,444	
	Sub-Total	\$ 2,939,276	\$ 92,436	\$ -	\$ -	\$ 3,309,232	\$ 841,167	\$ 485,910	\$ 801,167	\$ 2,638,529	\$ 4,993,317	\$ 501,130	\$ 2,651,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,708,000	\$ 22,961,657	
Social Services Program																									
Citywide	Bet Tzedek Legal Services	\$ 258,756	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,756	
Citywide	Consultant Nutrition Services	\$ -	\$ -	\$ -	\$ -	\$ 220,499	\$ -	\$ -	\$ 12,448	\$ 164,286	\$ -	\$ -	\$ 15,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412,970	
Citywide	Jewish Family Services OASIS	\$ 36,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,582	
Citywide	Little Tokyo Service Center	\$ 60,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,746	
Citywide	Mexican American Opportunity Foundation	\$ 60,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,746	
Citywide	Partners In Care Foundation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 239,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 239,114	
Citywide	WISE & Healthy Aging	\$ -	\$ -	\$ 60,763	\$ 909,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,868	\$ 46,666	\$ 3,017	\$ -	\$ -	\$ 1,110,890	
	Sub-Total	\$ 416,830	\$ -	\$ 60,763	\$ 909,576	\$ 220,499	\$ -	\$ -	\$ 12,448	\$ 164,286	\$ -	\$ -	\$ 15,737	\$ 239,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,868	\$ 46,666	\$ 3,017	\$ -	\$ 2,179,804	
Family Caregiver Support Program																									
Citywide	Alzheimer's Greater LA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,098	\$ 30,192	\$ 74,763	\$ -	\$ 26,680	\$ -	\$ -	\$ -	\$ -	\$ 150,733	
Citywide	Bet Tzedek Legal Services**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 145,551	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 145,551	
Citywide	Special Service for Groups	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,534	\$ 77,097	\$ 115,632	\$ 15,000	\$ 39,389	\$ -	\$ -	\$ -	\$ -	\$ 285,652	
Citywide	St. Barnabas Senior Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,534	\$ 77,097	\$ 115,632	\$ -	\$ 54,389	\$ -	\$ -	\$ -	\$ -	\$ 285,652	
Citywide	Wilmington Jaycees Foundation**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,911	\$ 0	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 25,911	
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,077	\$ 329,937	\$ 306,027	\$ 15,000	\$ 120,458	\$ -	\$ -	\$ -	\$ -	\$ 893,499	
Total Program Funding		\$ 3,356,106	\$ 92,436	\$ 60,763	\$ 909,576	\$ 3,529,731	\$ 841,167	\$ 485,910	\$ 813,615	\$ 2,802,815	\$ 4,993,317	\$ 501,130	\$ 2,667,230	\$ 239,114	\$ 122,077	\$ 329,937	\$ 306,027	\$ 15,000	\$ 120,458	\$ 90,868	\$ 46,666	\$ 3,017	\$ 3,708,000	\$ 26,034,960	

* - Includes additional \$10,500 in Title III-B funding for Two (2) Student Interns for CTS/CARS Support

** - Includes \$89,795 for Title III-E Grandparents

*** - Includes \$26,587 for Two (2) Student Interns for CTS/CARS Support