

TRANSMITTAL

To: **THE COUNCIL**

Date: **05/02/23**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in black ink, appearing to read "Chris Thompson", with a long horizontal flourish extending to the right.

(Chris Thompson) for

KAREN BASS
Mayor



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



KAREN BASS, MAYOR
ABIGAIL R. MARQUEZ, GENERAL MANAGER

April 26, 2023

Council File: New
Council District: Citywide
Contact Persons:
Jacqueline Rodriguez: 213-564-7950
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Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 North Spring Street
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST TO APPROVE REQUEST FOR PROPOSALS (RFP) RESULTS AND EXECUTION OF CONTRACTS PURSUANT TO THE RESULTS OF THE 2022 FAMILYSOURCE CENTER (FSC) OPERATORS RFP, AUTHORIZATION TO RE-BID TWO SERVICE AREAS, AUTHORIZATION TO ESTABLISH AN FSC REPLACEMENT OPERATOR LIST, AUTHORIZATION TO EXECUTE AN MOU WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD), AUTHORIZATION TO SUBMIT THE 2024-2025 COMMUNITY SERVICES BLOCK GRANT (CSBG) COMMUNITY ACTION PLAN (CAP) TO THE STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT, AND AUTHORIZATION TO EXECUTE RELATED TECHNOLOGY CONTRACTS

SUMMARY

The General Manager of the Community Investment for Families Department (CIFD) respectfully requests that your office review this transmittal and forward it to the City Council for further consideration.

Through this transmittal, CIFD seeks authority to: (1) accept the results of the FamilySource Center (FSC) procurement process, execute contracts with recommended contractors to operate FSCs, and re-bid two service areas, (2) establish an FSC Replacement Operator list, (3) execute an MOU with the Los Angeles Unified School District (LAUSD) for the Pupil Services Attendance Program, (4) sign and submit on behalf of the City the 2024 - 2025 Community Action Plan to the State of California Department of Community Services and Development by June 30, 2023; (5) execute a new contract with BitFocus to manage FSC customer data, (6) execute the contract(s) with a vendor or vendors on Information Technology

Agency's (ITA) list of approved Application Professional Services Bench contractors to deliver customer management (CM) / customer relationship management (CRM) services.

RECOMMENDATIONS:

The General Manager of CIFD respectfully requests that:

- I. Your office schedules this transmittal before the appropriate Committee(s) of the City Council at the next available meeting(s) and forward it to the City Council for consideration and approval immediately thereafter.
- II. The City Council, subject to the approval of the Mayor:
 - a. AUTHORIZE the General Manager of CIFD, or designee, to negotiate and execute contracts with the 14 recommended contractors listed in [Attachment A](#) to operate FamilySource Centers for \$1,500,000 each and for the term of July 1, 2023, to June 30, 2024, including an option to renew and/or extend the contract for two additional one-year periods, subject to the review and approval of the City Attorney as to form and legality, as well as to compliance with City contracting requirements and federal and state grant guidelines, and contingent on available funding.
 - b. AUTHORIZE the General Manager of CIFD, or designee, to re-procure the South LA III and Panorama City service areas.
 - c. AUTHORIZE the General Manager of CIFD, or designee, to establish an FSC Operator Replacement list to be in effect for three years commencing July 1, 2023, to include any FSC proposer that attained a score of 70 points, or greater, during the 2022 FSC RFP process (see [Attachment B](#)). INSTRUCT CIFD to report back to the City Council before the selection of a new FSC operator from the FSC Operator Replacement list.
 - d. AUTHORIZE the General Manager of CIFD, or designee, to negotiate and execute a new Memorandum of Understanding with the Los Angeles Unified School District (LAUSD), with a dollar-for-dollar match provided by LAUSD, for continued services including co-location of Pupil Services and Attendance Counselors at the FSCs.
 - e. AUTHORIZE the General Manager of CIFD, or designee, subject to approval by the City Attorney as to form and legality, to sign and submit on behalf of the City, 2024-2025 Community Action Plan to the State of California Department of Community Services and Development by June 30, 2023.
 - f. AUTHORIZE the General Manager of CIFD, or designee, to negotiate and execute a two-year contract with BitFocus, Inc. to provide FSC customer database management for the term of July 1, 2023, to June 30, 2025, subject to funding availability.
 - g. AUTHORIZE the General Manager of CIFD, or designee, to release a solicitation to ITA's list of approved Application Professional Services Bench contractors to deliver

customer management/customer relationship management services, in order to negotiate and execute a contract or contracts with a vendor or vendors on ITA's list.

- h. AUTHORIZE the General Manager of CIFD, or designee, to prepare Controller Instructions and/or make any technical adjustments needed and consistent with this action, subject to the approval of the CAO, and request the Controller to implement these instructions.

DISCUSSION

FamilySource System

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

To effectively address poverty in the long term, the City pursues a two-generational approach to ensure that both children and parents are supported simultaneously. The FSS emphasizes improved educational outcomes, economic and housing security, and health and well-being to create a legacy of economic security that transcends from generation to generation. Currently, the FSS utilizes this philosophy as another strategy to break the cycle of generational poverty. Table 1 illustrates select FSS accomplishments from Program Year (PY) 2021-22.

Table 1: FSC Program Year 2021-22 Outcomes

FamilySource Center Program Highlights	
70,793	Unduplicated clients served through the FamilySource Center System
\$52M	Increased collective household income
5,887	Tax returns filed putting \$3.6M in Earned Income Tax Credit and \$3.9M in child tax credits back into the pockets of Angelenos
\$21.6M	In new economic activity into the local economy
11,859	Students served with increased academic achievement

*FamilySource Center Program Highlights include clients served in FSC using CARES, Emergency Rental Assistance Program, Eviction Defense Program, and FSC funding.

Solid Ground

The FSCs also operate Solid Ground, a homelessness prevention program. Solid Ground initially started as a pilot program with eight FSCs in Fiscal Year (FY) 2020-21. The program was funded at \$1,000,000 to provide homelessness prevention services to 500 households, and exceeded its contract goal, proving to be highly effective. The program's primary objective is to prevent new cases of homelessness by specifically targeting individuals and families at imminent risk of becoming homeless. To achieve this objective, households work closely with an FSC Housing Stability Advisor who provides supportive services and temporary financial assistance to help stabilize their living conditions. Once the housing

situation has been stabilized, the Housing Stability Adviser provides case management services through a service-integrated financial coaching model. This comprehensive plan encompasses a set of well-defined goals, including specific action steps, measurable objectives, and proven techniques used to achieve these objectives. Table 2 illustrates select Solid Ground HPP accomplishments from Program Year (PY) 2021-22.

Table 2: Solid Ground HPP Program Year 2021-22 Outcomes

Solid Ground Homelessness Prevention Program (HPP) Highlights	
1,086	Individuals assisted through the Solid Ground Homelessness Prevention Program (HPP)
442	Improved housing stability
391	Improved financial stability
174	Mediated landlord/tenant issues
38%	Households led by single female head of households
\$851,755	Provided in rental assistance
\$1M	Increased income
100%	Households that had to vacate their unit were successfully rehoused

In FY 2022-23, Solid Ground expanded to all 16 FSCs, and in FY 2023-24, the intent will be to fully integrate Solid Ground into the FSC delivery system.

FSC System Enhancements

CIFD intends to continue with its place-based model but refine it to better respond to the evolving needs of Angelenos by integrating the Solid Ground Homelessness Prevention Program into the FSS. By integrating Solid Ground, the FSCs will have an enhanced focus on stabilizing housing and other basic needs, working with families to build a more financially secure future, and supporting students' academic achievement. Services will be delivered through a prevention continuum that addresses a family's crisis, stabilizes their economic security, and builds economic resilience by focusing on three primary outcomes: 1) improve housing stability, 2) increase financial security and 3) improve academic achievement (Figure 1). To lead this work, CIFD recommends an increase in the contract award to \$1.5M per FSC to expand services that include a required set aside of \$200,000 to stop the inflow into homelessness by providing emergency financial assistance for rent, utilities, and other basic needs; and address pay equity by ensuring FSC staff are paid a living wage and are not themselves, experiencing poverty wages.

Figure 1: Prevention Continuum



FSC Services

FSCs will be required to provide all of the services identified in Table 3 at the FSC location, either directly or through a subcontractor (at least one subcontractor is required), and record data in a CIFD-prescribed data system for data collection and evaluation. These services include a comprehensive assessment, a customer service plan, case management, financial coaching, housing stability services, multi-benefit screening, income tax prep services, tutoring, and more.

Table 3: FSC Menu of Services

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

Proposed Service Areas

In order to address the systemic barriers that families in crisis face, a comprehensive analysis was conducted that incorporated various data elements beyond the use of federal poverty. The FSS was designed to alleviate poverty through a two-generational approach. However, the use of federal poverty level data as the only measurement to rank highest need does not take into account the other inequities that must be considered to truly break the intergenerational cycle of poverty. For the purpose of this RFP, the twenty highest need areas were defined by using both 2016-2020 American Community Survey (ACS) and L.A. Equity Index data as outlined below. This data combined provides a better illustration of the highest need areas.

The first level of analysis was baseline data from the ACS at the Community Plan Area (CPA) level. CIFD created a scoring system using the following ACS metrics to determine highest need:

- Poverty rates for all persons
- Child (0-18) poverty rates
- Median income
- Unemployment rates
- Percentage of rent-burdened residents
- Educational attainment

These individual factors were ordinarily ranked by CPA, and the aggregate sums of all rankings were used to determine the most impacted areas, with lower scores signifying higher need.

CIFD also used data from the L.A. Equity Index to further refine the analysis. The L.A. Equity Index highlights existing disparities and barriers to opportunities within identified communities by analyzing four key determinants:

- Socioeconomic
- Environmental
- Educational
- Access to resources

These determinants include the following metrics: ethnic composition, rent burden, poverty level, homeownership, air quality, closeness to toxic releases, traffic density, education level, access to internet, food, and health insurance.

The L.A. Equity Index examines these metrics individually, scores them, and created a composite index to score each census tract in the City on a scale of 1 to 10. See Map 3 below for visualization of these rankings. A lower score (darker colors) indicates areas where residents experience less equity and opportunity; a higher score (lighter colors) means an area with more equity and opportunity.

By overlaying these ACS and L.A. Equity Index datasets, CIFD was then able to more precisely identify the highest-need census tracts within individual CPAs. Service Areas were created by grouping together contiguous census tracts of high need to ensure that FSC services are accessible to our target population. The CPAs that are recommended to receive more than one center, were determined by identifying CPAs with high populations and contiguous census tracts of high need. This approach resulted in FSC Service Areas that are roughly 3-4 square miles, bifurcating CPAs into multiple Service Areas.

Maps 1 and 3 are heat maps created from the aforementioned data at the census tract level. The darker gradation indicates the greatest need, while the lighter gradation indicates less need. Map 2 is an illustration of the proposed FSC Service Areas, determined by a combination of these various factors. See [Attachment F](#) for larger maps.

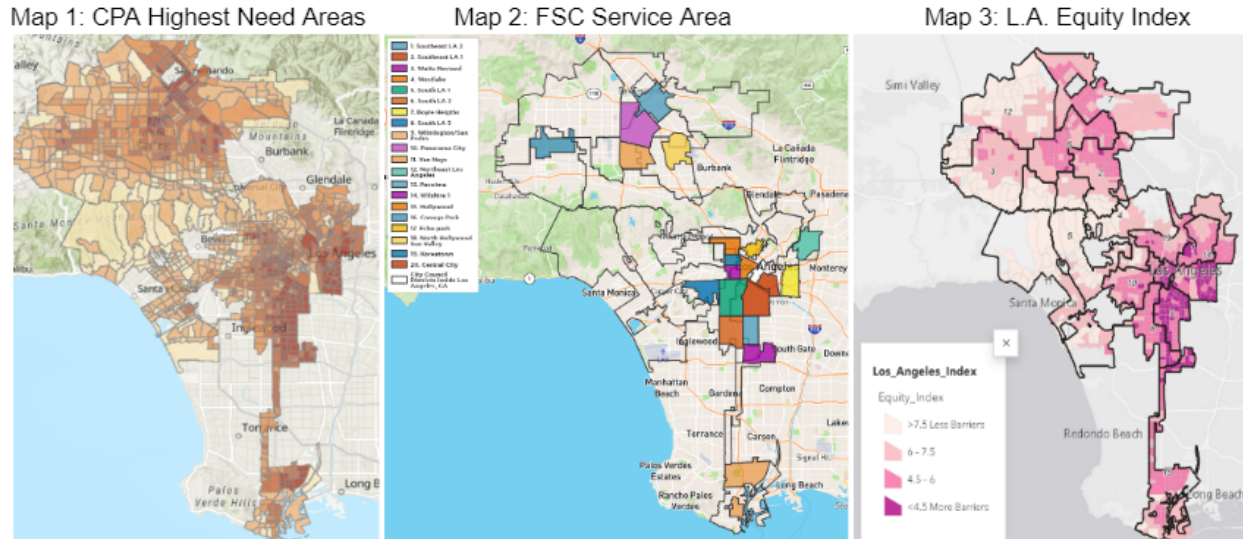


Table 4 identifies the proposed service areas, with ranking 1 representing the area identified as having the greatest need.

Table 4: FSC Service Area, Ranked by the Highest Need

Ranking	FSC Area	Council District	Community Planning Area
1	Southeast LA II	9	Southeast Los Angeles
2	Southeast LA I	9	Southeast Los Angeles
3	Watts	15,8	Southeast Los Angeles
4	Westlake	1	Westlake and Pico Union
5	South LA I	8,9	South Los Angeles
6	South LA II	8	South Los Angeles
7	Boyle Heights	14	Boyle Heights
8	South LA III	10	West Adams-Baldwin Hills-Leimert
9	Wilmington - San Pedro	15	Wilmington - Harbor City
10	Panorama City	6	Mission Hills - Panorama - North Hills
11	Van Nuys	2,6	Van Nuys - North Sherman Oaks
12	Northeast Los Angeles	14	Northeast Los Angeles
13	Pacoima	7	Arleta - Pacoima - Sylmar
14	Wilshire	1,10	Wilshire
15	Hollywood	10,13	Hollywood/Wilshire
16	Canoga Park	3	Canoga Park - Winnetka - Woodland Hills-West Hills
17	Echo Park	13	Silver Lake - Echo Park - Elysian Valley
18	North Hollywood	2,6	North Hollywood - Valley Village

Ranking	FSC Area	Council District	Community Planning Area
19	Koreatown	10	Wilshire
20	Central City	14	Central City - Downtown

Changes in FY 2023-24

Due to shifts in the census data, two new areas, South LA III and Panorama City, have emerged as high-need areas. While Echo Park is still within the 20 areas of highest need, changes in data ranked Echo Park as Service Area 17. The West LA area was also impacted since the data no longer ranked this area among the twenty. In light of these changes and based on funding availability, CIFD will move forward with the top sixteen areas with the highest level of need in FY 2023-24. As a result, Echo Park and West LA will no longer have an FSC. However, households currently receiving FSC services in these areas will still be eligible for FSC services and connected to the nearest FSC to ensure they continue receiving the services they need.

Procurement for FSCs for FY 2023-24

In December 2022, CIFD released an RFP to solicit proposals from qualified, community-based, non-profit organizations to operate FSCs starting July 1, 2023. FSCs must provide all of the core services identified in Table 3 either directly, or through funded and/or unfunded partner organizations. The services specified are based on a community needs assessment and feedback from over 1,200 community surveys.

Through the FY 2023-24 City Budget process, CIFD requested funding to expand the 16 locations to 20 and to integrate the Solid Ground Homelessness Prevention Program into the FSC system. This procurement requested proposals for 20 locations. The FY 2023-24 Mayor’s Proposed Budget provides funding for 16 FSCs to be funded at the \$1.5 million level.

Procurement Process

CIFD solicited bids from eligible organizations interested in serving as an FSC operator beginning July 1, 2023. The Request for Proposals (RFP) outlined the menu of services to be provided along with the customer eligibility criteria. The RFP included a detailed description of the City’s expectations of each provider, such as serving 1,000 unduplicated households, comprising a minimum of 2,600 individuals annually, operating a facility with a minimum of 5,000 square feet with classroom and office space for confidential case management discussions, and a space dedicated for children when parents receive services, as well as the minimum hours of operation. Each proposer was required to identify \$250,000 in leverage resources. Agencies were limited to submitting proposals for a maximum of two service areas.

Table 5: Key FSC Procurement Milestones

EVENT	DATE
2022 FSC RFP Released	Thursday, December 8, 2022
Proposer’s Conference	Wednesday, December 14, 2022
RFP Submission Deadline	Wednesday, February 1, 2023
RFP Review Period Completed	Friday, March 17, 2023
CIFD notified proposers of scores	Tuesday, March 28, 2023
Appeals Process Completed	Wednesday, April 5, 2023

There were 70 registrants for the proposer’s conference, 102 unique views of the RFP opportunity, and a total of 24 proposals were received by the deadline of Wednesday, February 1, 2023, 5:00:00 p.m. Each proposal underwent a threshold review to ensure the proposal met the minimum eligibility criteria. Attachment A outlines the procurement score results. All proposals passed threshold review and were eligible for consideration. The proposals were reviewed and rated by a panel of reviewers, who participated in an FSC RFP Reviewer Training, during which the reviewers were presented with an overview of the RFP, trained on the use of the RFP scoring tool, and reviewed and signed the Conflict of Interest/Non-Disclosure Statement.

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

CIFD will conduct a survey to gather feedback from everyone that expressed interest in the FSC procurement to identify lessons learned that CIFD can incorporate into future proposals and bid processes.

Table 6: Evaluation Criteria

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

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

Summary of RFP Results

Attachment A lists the proposals submitted and evaluation results. CIFD did not receive submissions for two (2) of the 20 service areas: Central City and Panorama City. Three (3) of the service areas that received proposals did not have a proposal that received a score over

70: South L.A. III, North Hollywood, and Koreatown. Therefore, a total of five (5) service areas do not have successful bidders.

FY 2023-24 Contracting Recommendations

CIFD recommends that the City Council and the Mayor approve contracts with 14 proposers that received 70 or more points and the highest score within the service area to operate FSCs within the highest-need service areas. CIFD recommends that the City Council and Mayor instruct CIFD to re-procure two service areas that did not receive successful bids (South L.A. III and Panorama City).

Table 7: FSCs Recommended for Contract Execution

Service Area	Agency
Service Area 1 - Southeast LA II	Watts Labor Community Action Committee
Service Area 2 - Southeast LA I	All Peoples Community Center
Service Area 3 - Watts	Watts Labor Community Action Committee
Service Area 4 - Westlake	Central City Neighborhood Partners
Service Area 5 - South LA I	El Nido Family Centers
Service Area 6 - South LA II	The Children’s Collective, Inc.
Service Area 7 - Boyle Heights	El Centro del Ayuda
Service Area 8 - South LA III	Recommended for re-procurement
Service Area 9 - Wilmington/San Pedro	Toberman Neighborhood Center
Service Area 10 - Panorama City	Recommended for re-procurement
Service Area 11 - Van Nuys	New Economics for Women
Service Area 12 - Northeast Los Angeles	Barrio Action Youth and Family Center
Service Area 13 - Pacoima	El Nido Family Centers
Service Area 14 - Wilshire	Koreatown Youth and Community Center, Inc.
Service Area 15 - Hollywood	P.F. Bresee Foundation
Service Area 16 - Canoga Park	New Economics for Women

Funding

The Mayor’s Proposed Budget for FY 2023-24 includes funding for 16 FSCs at \$1.5 million each, funded with a combination of Federal and State grant funds and General Funds. The 16 FSCs will be funded as follows: \$12,452,471 from the General Fund, \$4,686,302 from CSBG,

and \$6,861,227 from CDBG. This funding provides for a total of \$1,500,000 per FSC to provide services from July 1, 2023 - June 30, 2024.

Appeals Process

On March 28, 2023, proposers were notified of the proposal review results. CIFD sent out notifications of the proposal review results, including proposal scores and appeals process instructions. Proposers may appeal procedural issues only, such as whether CIFD did not follow the stated processes for posting information, and collecting applications or attachments. A disagreement with, or objection to, the points awarded does not constitute a basis for an appeal. Differences of opinion about the merits of the proposal do not constitute grounds for submitting an appeal. Appeals may not include any new or additional information that was not submitted with the original proposal.

On March 31, 2023, one appeal was received from 1736 Family Crisis Center. On April 5, 2023, an Appeals Board composed of three members of the City of L.A.'s Community Action Board convened to hear and discuss the appeal. All Appeals Board members were provided a copy of the procurement documents, CIFD's score notification letter, 1736 Family Crisis Center's written appeal, and CIFD's response. Representatives from 1736 Family Crisis Center were given the opportunity to present their appeal. The Appeal Board members were provided the opportunity to ask clarifying questions.

At the conclusion of the hearing, the Appeals Board sustained CIFD's recommendation to deny the appeal because no procedural errors in how the RFP was conducted were identified in the appeal. In accordance with the RFP guidelines, the Appeals Board decision is considered final.

Establishment of a Replacement Operator List

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

Community Action Board Action and Transition Plan

As required under the Community Services Block Grant (CSBG), the City's Community Action Board (CAB) reviewed and approved the department's FamilySource Center Operators' funding recommendations, including the summary of appeals, on April 17, 2023. CIFD will develop a transition plan for the FSC sites that will have new operators as of July 1, 2023, including grant close-out and transition of customers to other FSCs. CIFD will also develop written guidance and training materials to assist the FSC operators selected for FY 2023-24 to offer required services to the community.

Community Action Plan

CIFD administers the CSBG funds allocated to the City. The CSBG program is a federal entitlement program administered by the U.S. Department of Health and Human Services, providing funds to states to combat poverty and promote self-sufficiency. The State of California Department of Community Services and Development (CSD), in turn, provides

CSBG funding to the City and other Community Action Agencies. To receive these funds, the City is required to submit a Community Action Plan (CAP) every two years. The CAP outlines how the City will use CSBG funds and provides required assurances that the City will comply with federal and state regulations concerning CSBG funding. The 2024-25 CAP is the City's application for its regular CSBG base budget funding allocation and is due to CSD no later than June 30, 2023. The CAB is the advisory body providing oversight on CSBG funding and programs in conformance with the CSBG Act.

Key components of the 2024-25 Community Action Plan:

- **Public Hearings and Input:** This section of the Plan summarizes public input on the needs of poverty-level residents. CIFD, in collaboration with the CAB, will host a public hearing to solicit public comments.
- **Community Profile and Needs Assessment:** This section offers an abbreviated view of populations and specified areas of need and presents an analysis of some of the obstacles impeding self-sufficiency for residents living in poverty. CIFD designed a survey to solicit public comment. Federal law requires a community assessment to be completed in preparing the CAP.
- **CSBG National Performance Indicators (NPI) Programs Report:** This report outlines the quantifiable goals CIFD proposes to accomplish during each of the next two years. The City's CSBG annual allocation funds approximately 35 percent of the FamilySource System. The remaining 65 percent is funded through the Community Development Block Grant (CDBG) and General Fund.

Technology Contracts

BitFocus, Inc. has provided customer database management services to the FamilySource System since 2018 through a contract managed by Los Angeles Housing Department (LAHD). CIFD plans to procure a new vendor to support FSC data collection and reporting requirements. Because the LAHD contract with BitFocus, Inc. expires September 30, 2023, CIFD is unable to procure, design and implement a new platform for FSC customer data prior to the expiration of the CIFD BitFocus, Inc. contract on October 1, 2023. CIFD is requesting authorization to negotiate and execute a new, 24-month contract with BitFocus, Inc., commencing on July 1, 2023, to ensure continuity of data collection and reporting to federal and state funders.

ITA has a citywide bench contract called Application Professional Services (APS) that provides on-call as-needed services in certain technological areas. One of these areas is customer management (CM) / customer relationship management (CRM), the proposed IT solution to replace the Bitfocus platform. This proposed solution was a result of the engagement with CASK, the vendor selected to build a new IT system to replace the BitFocus platform. After the engagement ended with CASK, the department decided to use ITA's bench contract to find a vendor to implement the new system. The new system will replace the Consolidated Plan's system, track and monitor all customer data, and house the needed infrastructure to manage the state and federal-funded projects efficiently.

FISCAL IMPACT STATEMENT

The FamilySource System is funded through three funding streams: Fund 428 CSBG, Fund 424 CDBG, and the General Fund. The total funding contributes to the direct and indirect costs associated with the FSS.

The Mayor's FY 2023-24 Proposed Budget provides sufficient General Fund dollars to fund each FSC at \$1.5 million, as well as the LAUSD MOU for \$1.3 million.



ABIGAIL R. MARQUEZ
General Manager

AM:VM:JDR

ATTACHMENTS

- Attachment A: [FSC Contract Recommendations](#)
- Attachment B: [FSC Operator Replacement List](#)
- Attachment C: [FSC Service Area Maps](#)
- Attachment D: [FSC Contract Template](#)
- Attachment E: [Bitfocus Contract Template](#)
- Attachment F: [Maps Illustrating Highest Need Areas](#)

Attachment A



FY 23-24 Contract Recommendations

A minimum score of 70 is required to be considered for funding. Funding is only available at this time for 16 FSCs.

Recommend

Service Area	Organization	Total Score	Recommendation
Service Area 1 - Southeast LA II			
	Watts Labor Community Action Committee	81	Yes
Service Area 2 - Southeast LA I			
	All Peoples Community Center	94	Yes
Service Area 3 - Watts			
	Watts Labor Community Action Committee	88	Yes
Service Area 4 - Westlake			
	Central City Neighborhood Partners	82	Yes
Service Area 5 - South LA I			
	El Nido Family Centers	87	Yes
	Central City Neighborhood Partners	75	No
Service Area 6 - South LA II			
	The Children's Collective, Inc.	88	Yes
Service Area 7 - Boyle Heights			
	EL Centro De Ayuda	86	Yes
Service Area 8 - South LA III			
	Latino Resource Organization (LRO)	63	Rebid Service Area
	1736 Family Crisis Center	60	Rebid Service Area
Service Area 9 - Wilmington - San Pedro			
	Toberman Neighborhood Center	78	Yes
	1736 Family Crisis Center	62	No
	YMCA Of Metropolitan Los Angeles	53	No
Service Area 10 - Panorama City			
	No Bids Received		Rebid Service Area
Service Area 11 - Van Nuys			
	New Economics for Women	82	Yes
Service Area 12 - Northeast Los Angeles			
	Barrio Action Youth and Family Center	78	Yes
Service Area 13 - Pacoima			
	El Nido Family Centers	83	Yes
Service Area 14 - Wilshire			
	Koreatown Youth and Community Center, Inc.	71	Yes
Service Area 15 - Hollywood			
	P.F. Bresee Foundation	89	Yes
	YMCA Of Metropolitan Los Angeles	58	No

Attachment A

		Recommend
Service Area 16 - Canoga Park		
	Total Score	
New Economics for Women	94	Yes
Service Area 17 - Echo Park		
El Centro Del Pueblo	78	No
Service Area 18 - North Hollywood		
Latino Resource Organization (LRO)	63	No
Service Area 19 - Koreatown		
Koreatown Youth and Community Center, Inc.	69	No
Service Area 20 - Central City		
No Bids Received		No

**FAMILYSOURCE CENTERS SYSTEM RFP
Operator Replacement List**

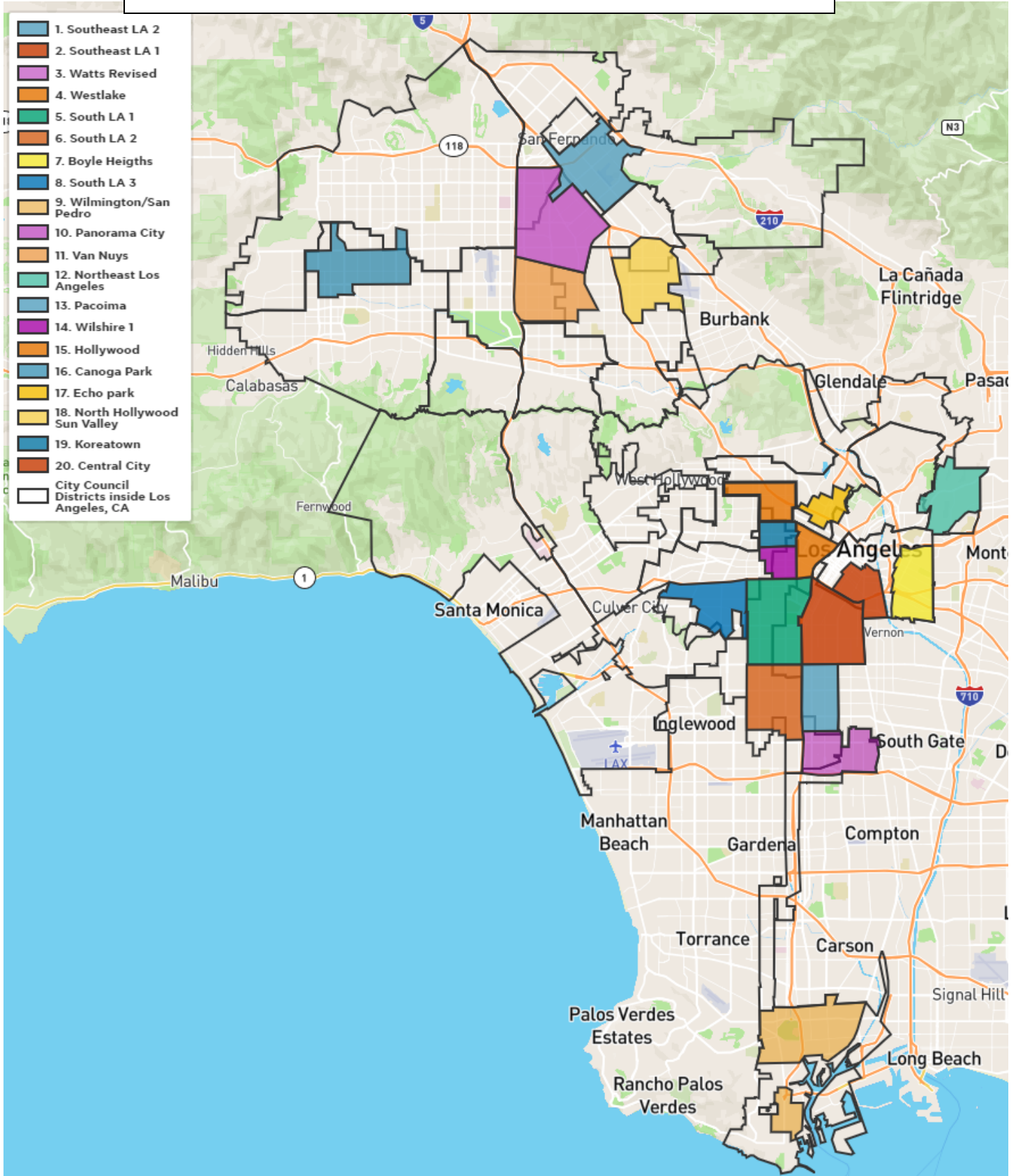


**COMMUNITY
INVESTMENT
FOR FAMILIES
DEPARTMENT**
Father to Prosperity

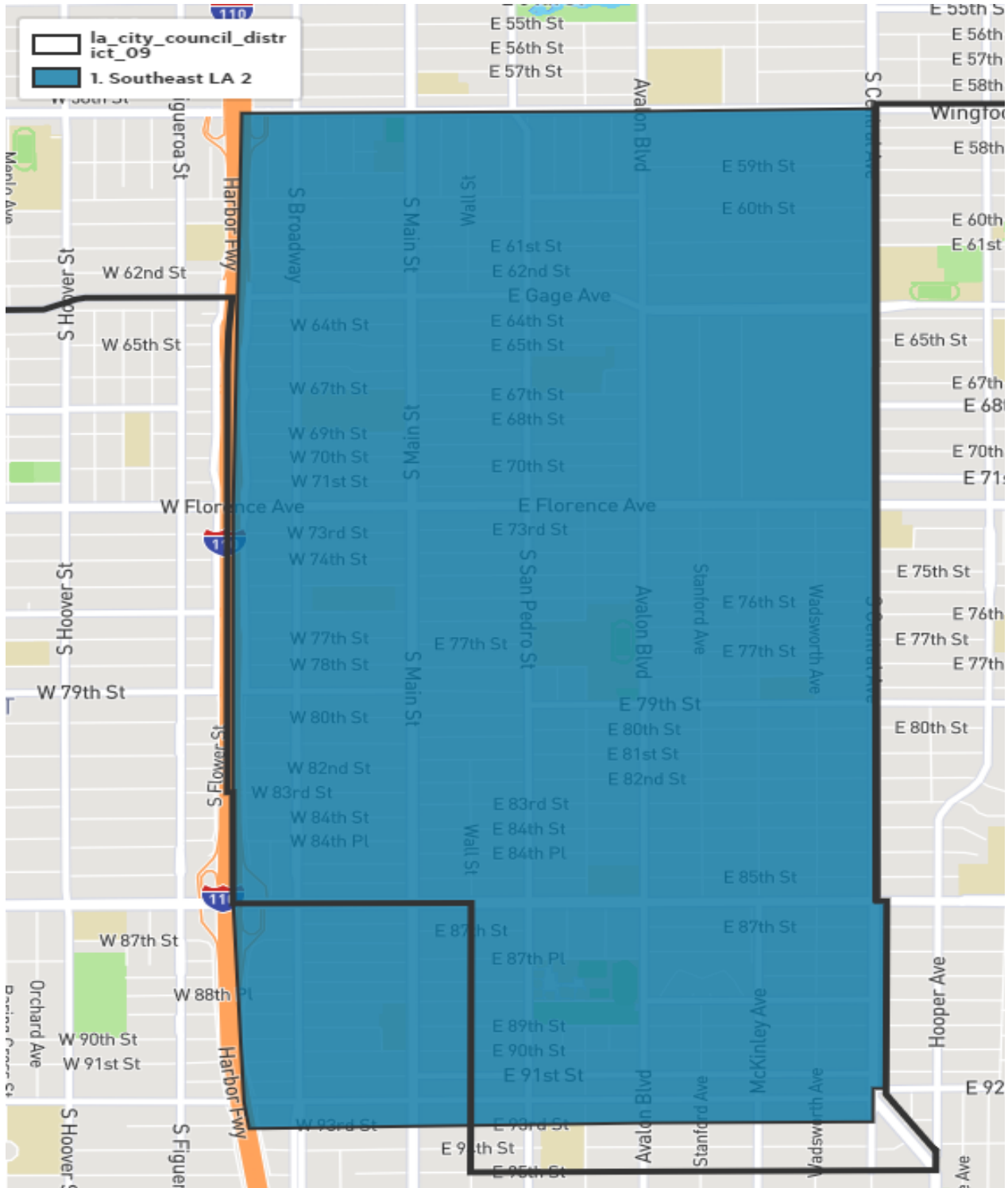
FSC proposers that received a score of 70 or higher:

All Peoples Community Center
Barrio Action Youth and Family Center
Central City Neighborhood Partners
EL Centro De Ayuda
El Centro Del Pueblo
El Nido Family Centers
Koreatown Youth and Community Center, Inc.
New Economics for Women
P.F. Bresee Foundation
The Children's Collective, Inc.
Toberman Neighborhood Center
Watts Labor Community Action Committee

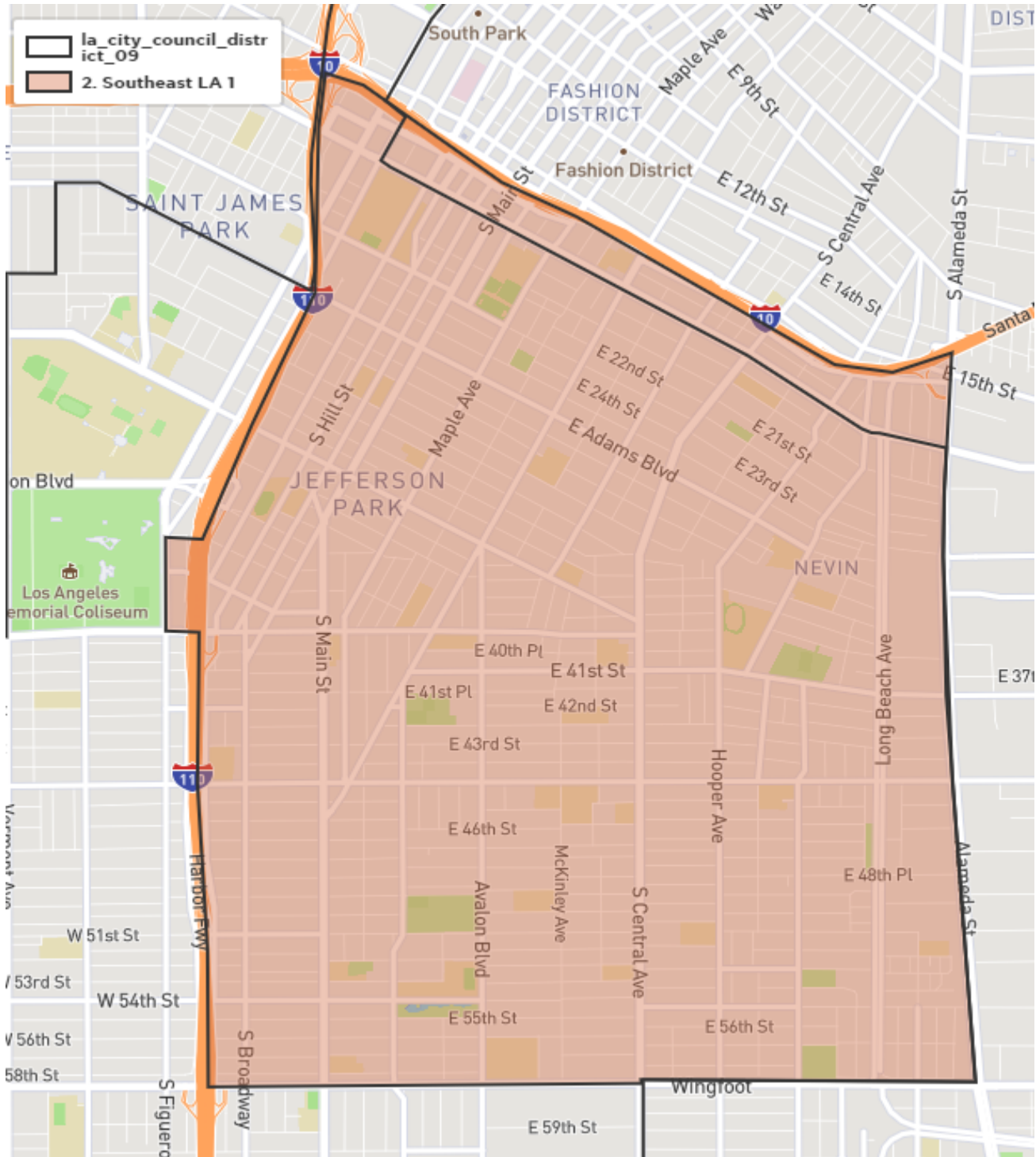
2022 FAMILYSOURCE CENTER RFP SERVICE AREA MAPS



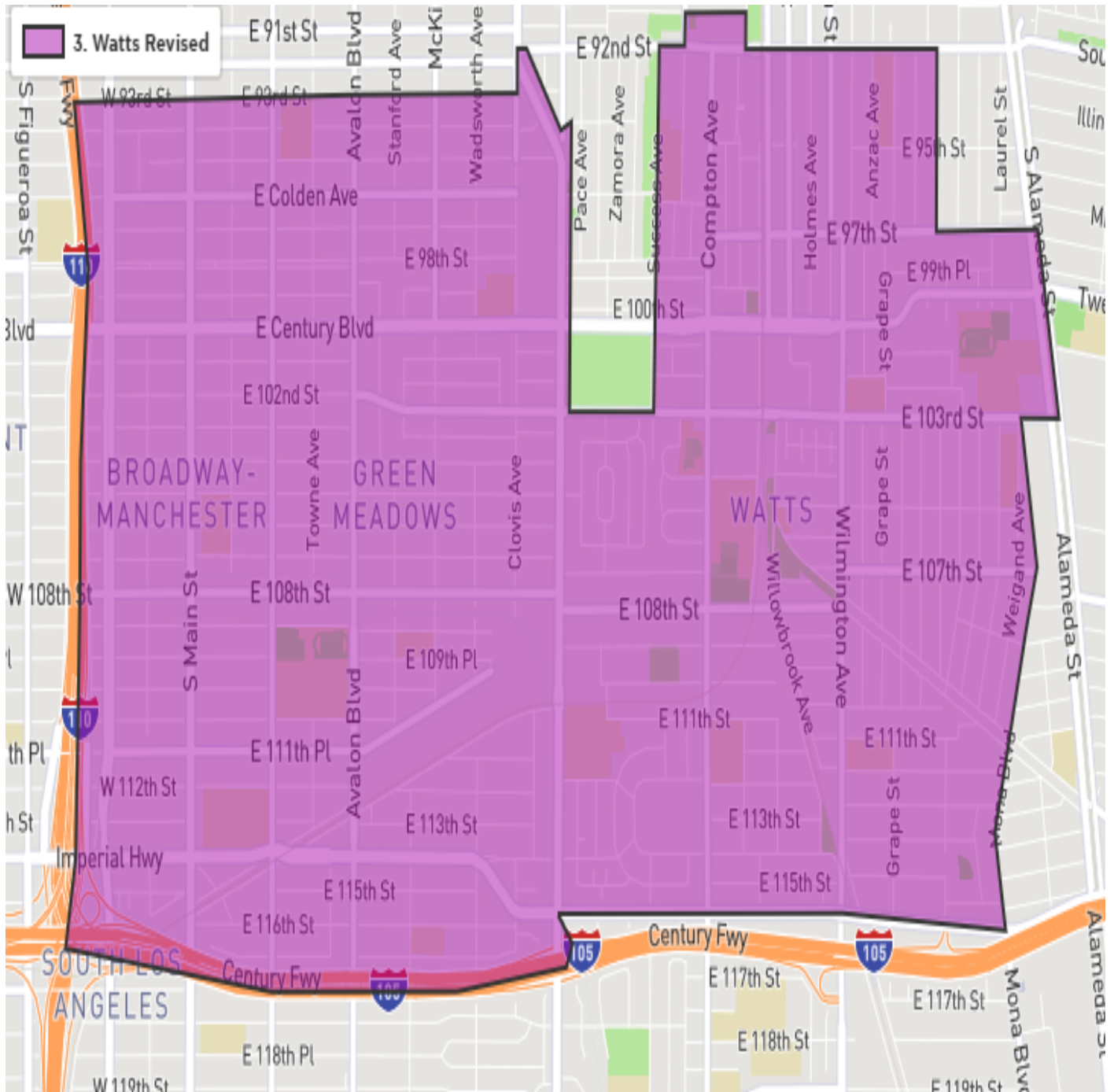
Map 1- Southeast LA 2



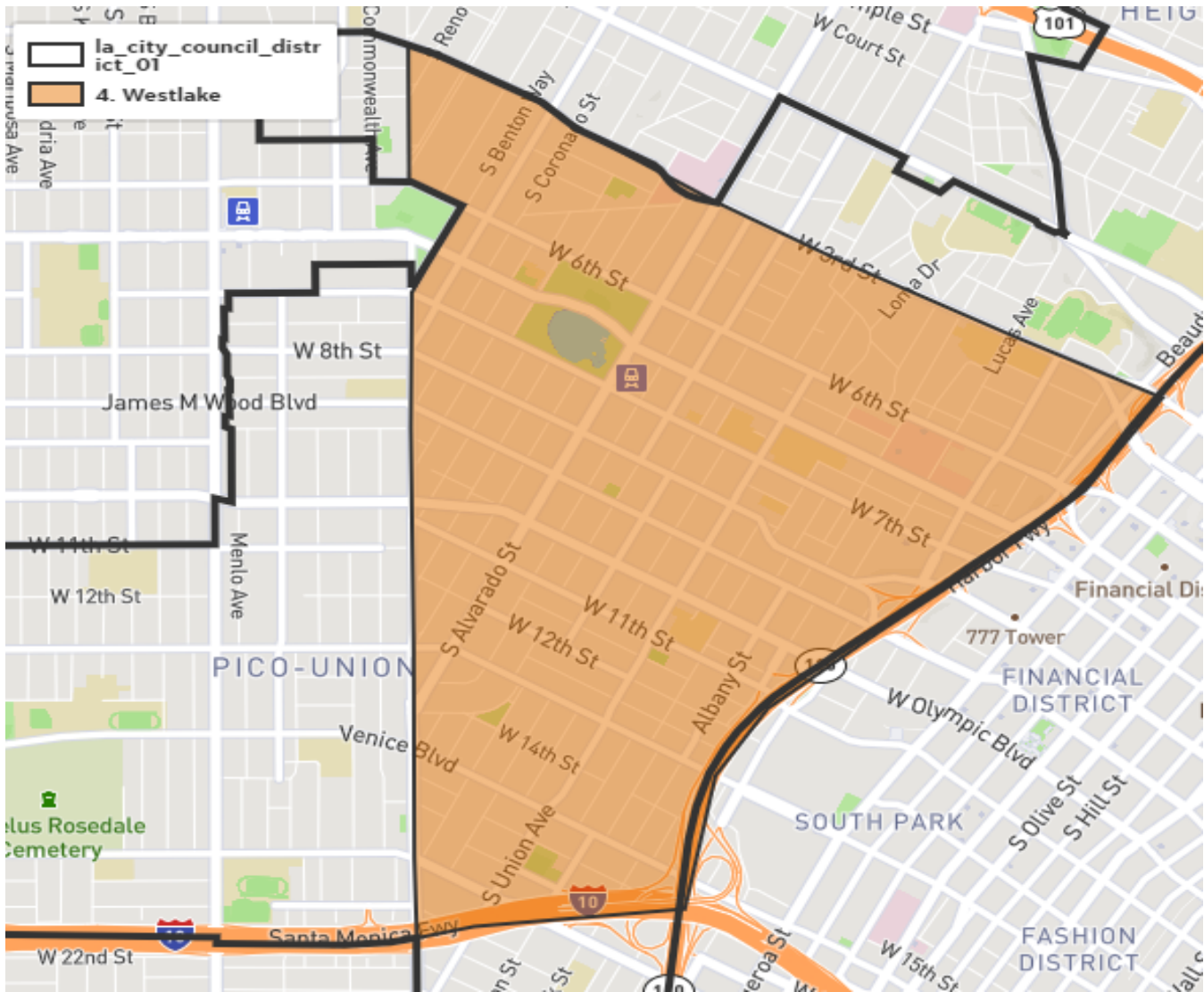
Map 2- Southeast LA 1



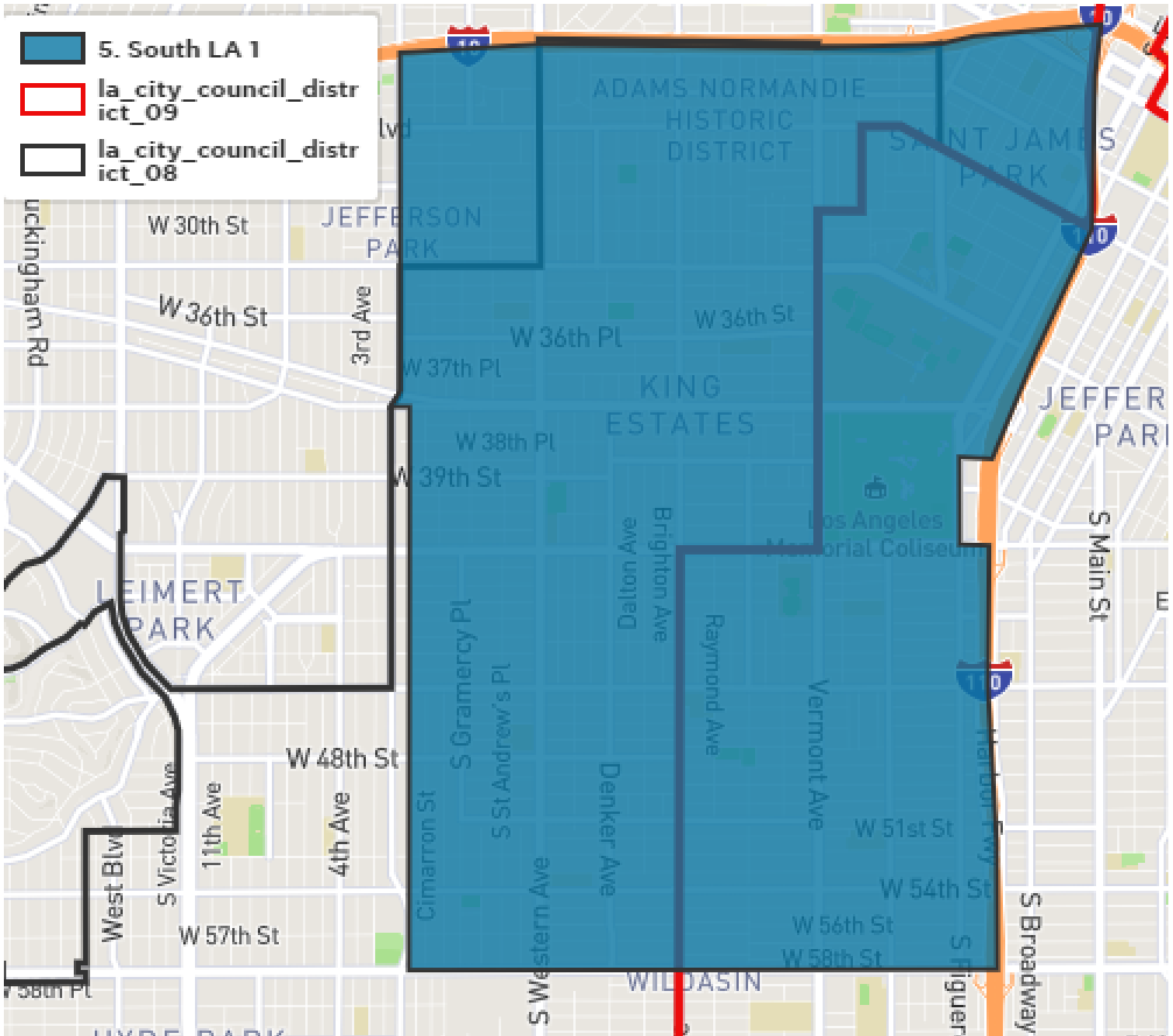
Map 3- Watts Revised



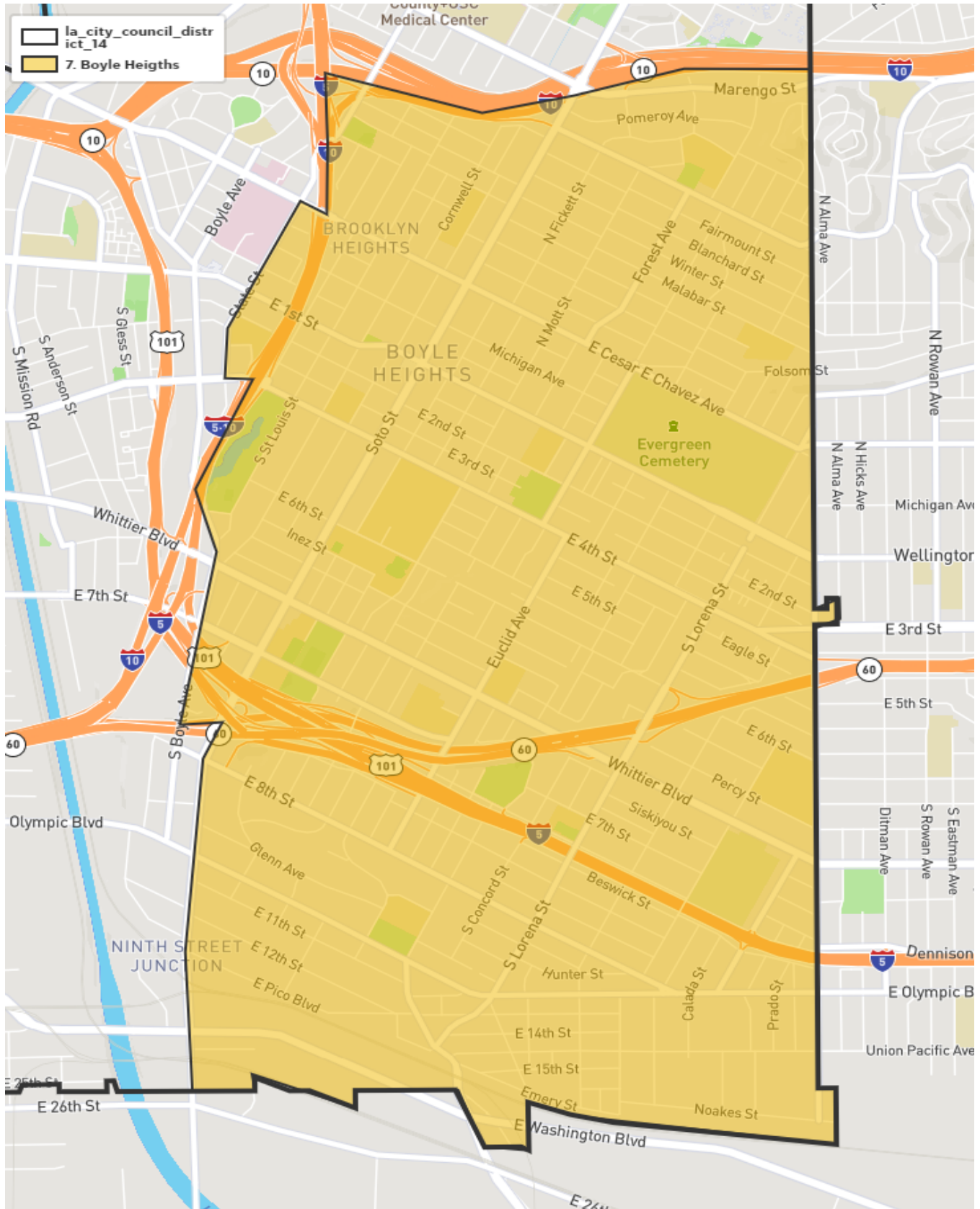
Map 4- Westlake



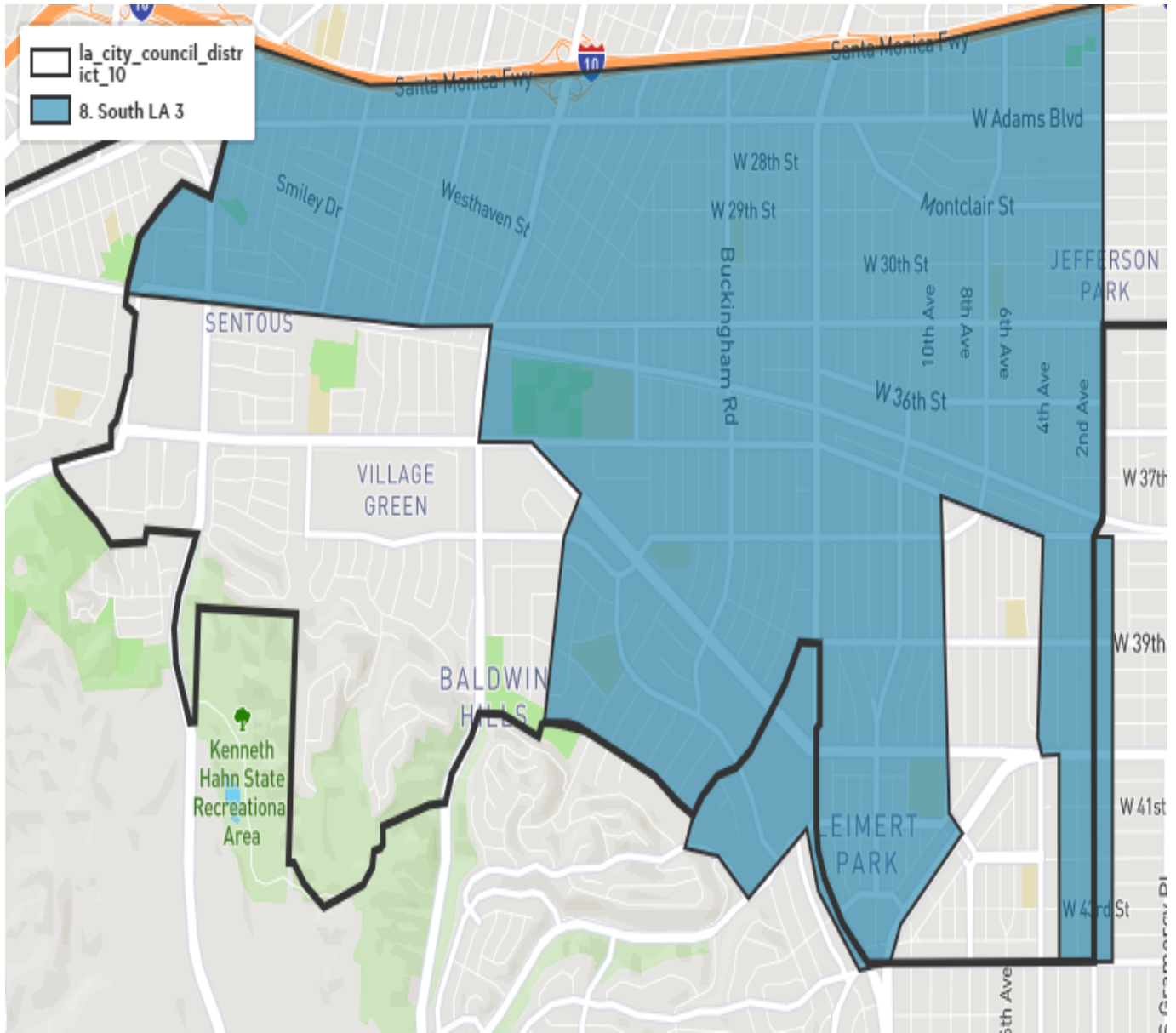
Map 5- South LA 1



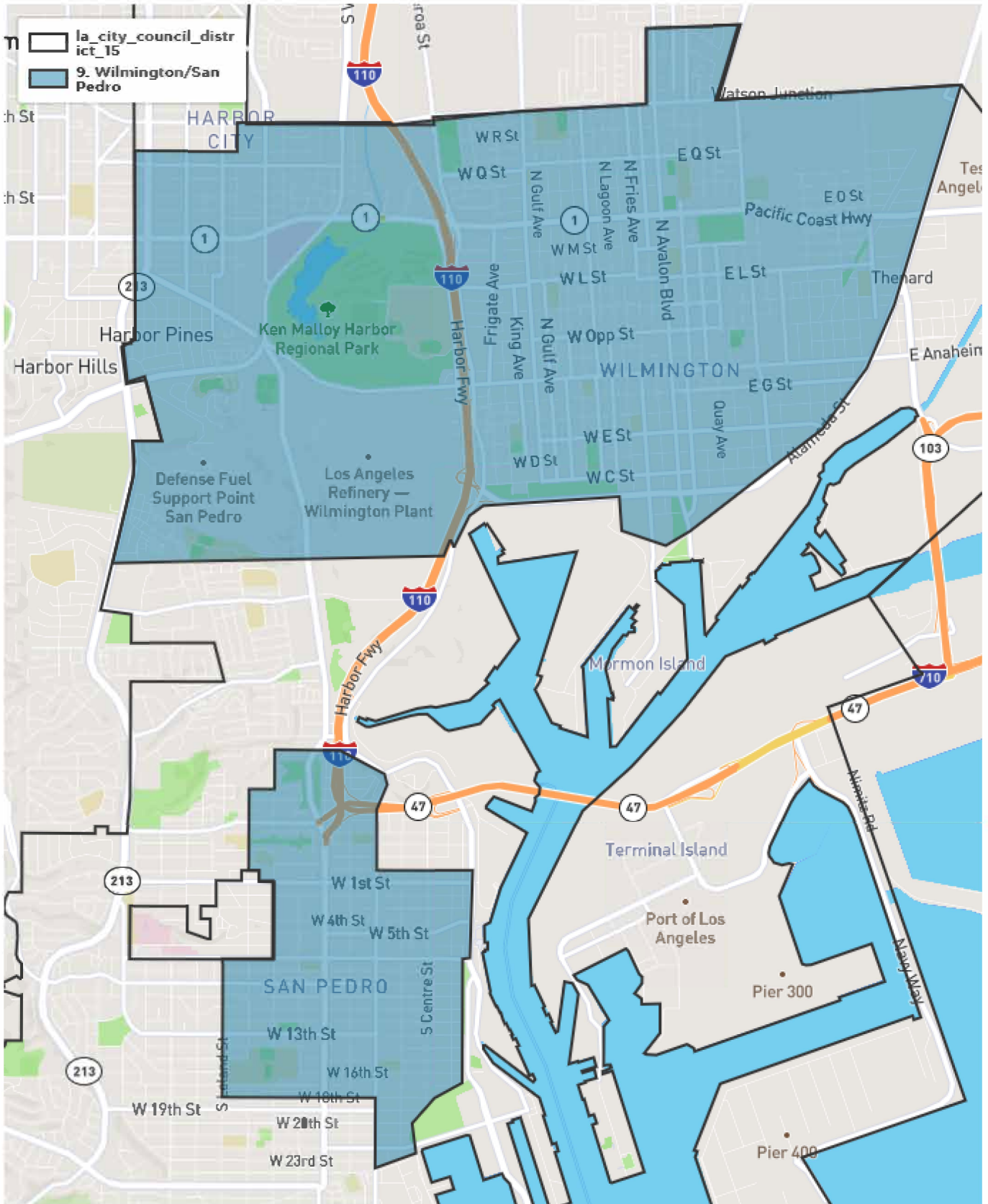
Map 7- Boyle Heights



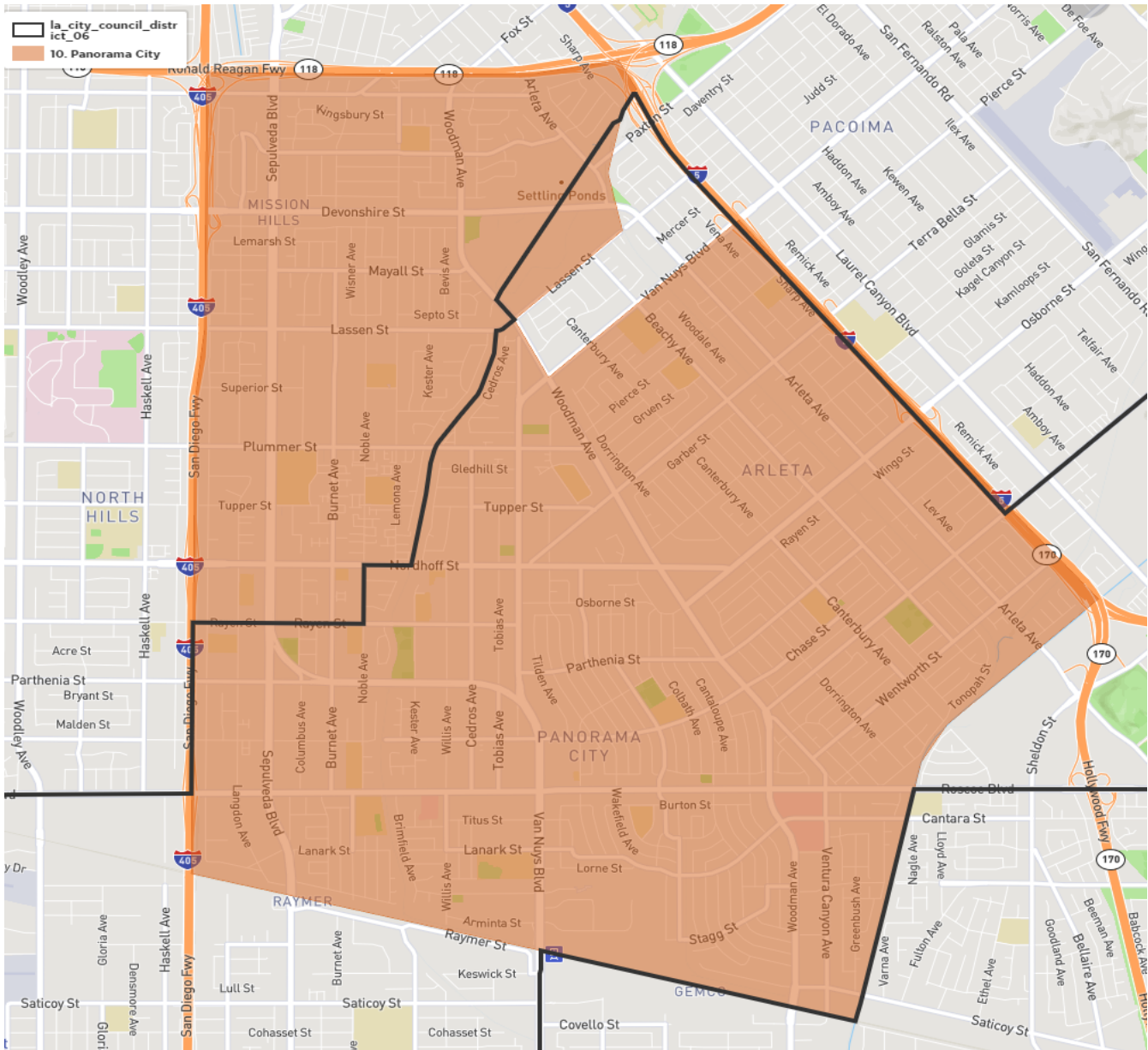
Map 8 South LA 3



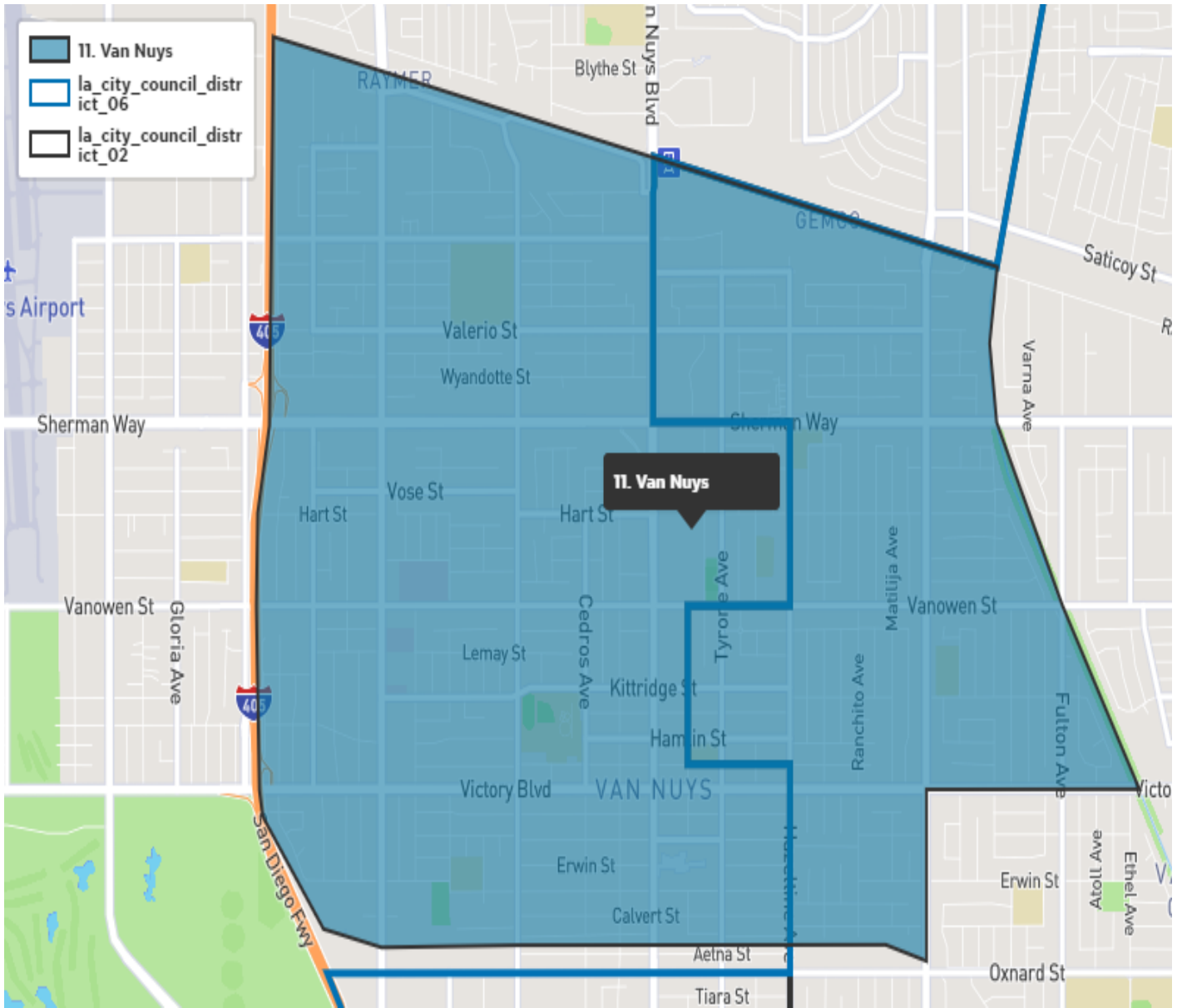
Map 9- Wilmington



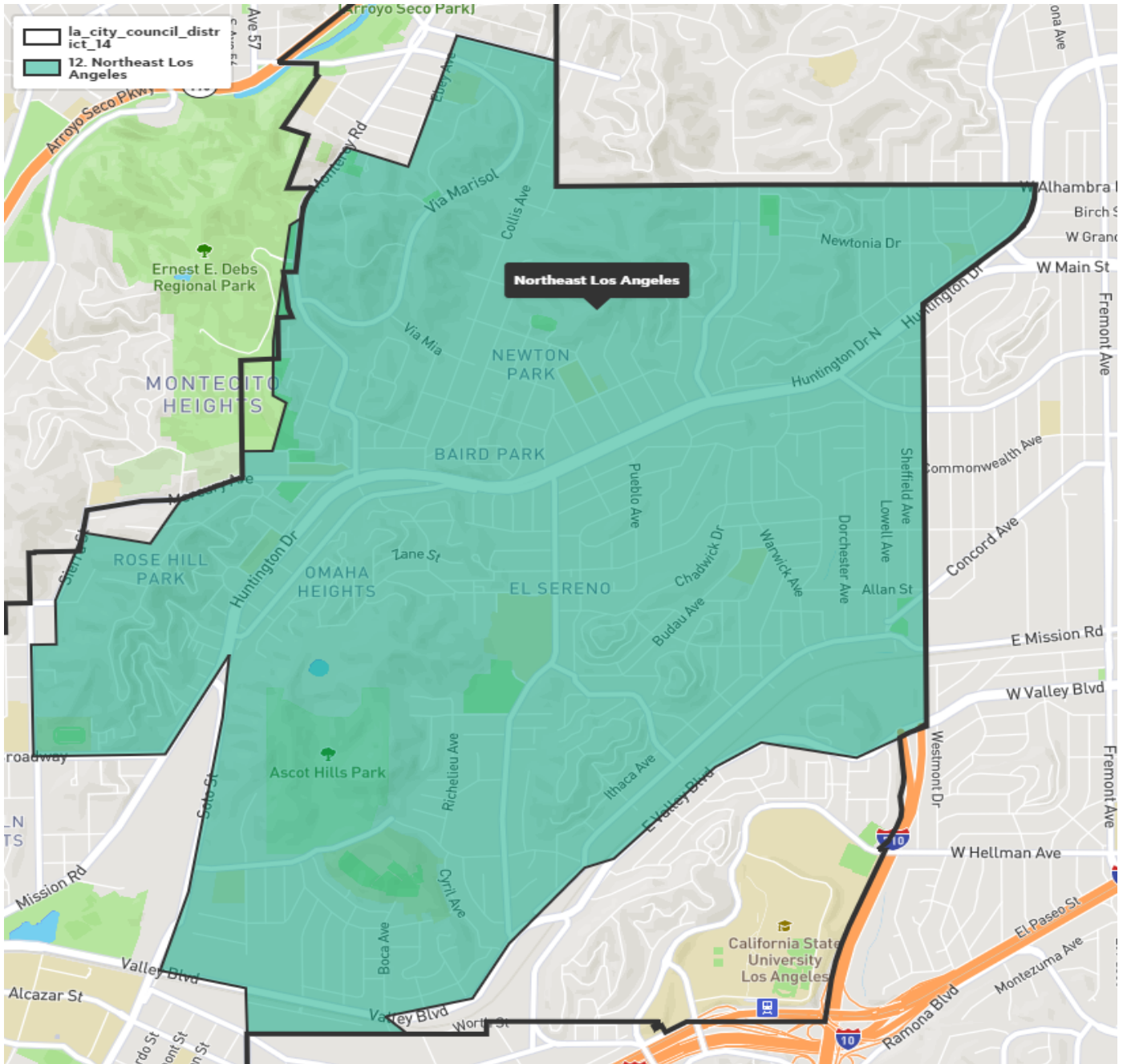
Map 10- Panorama City



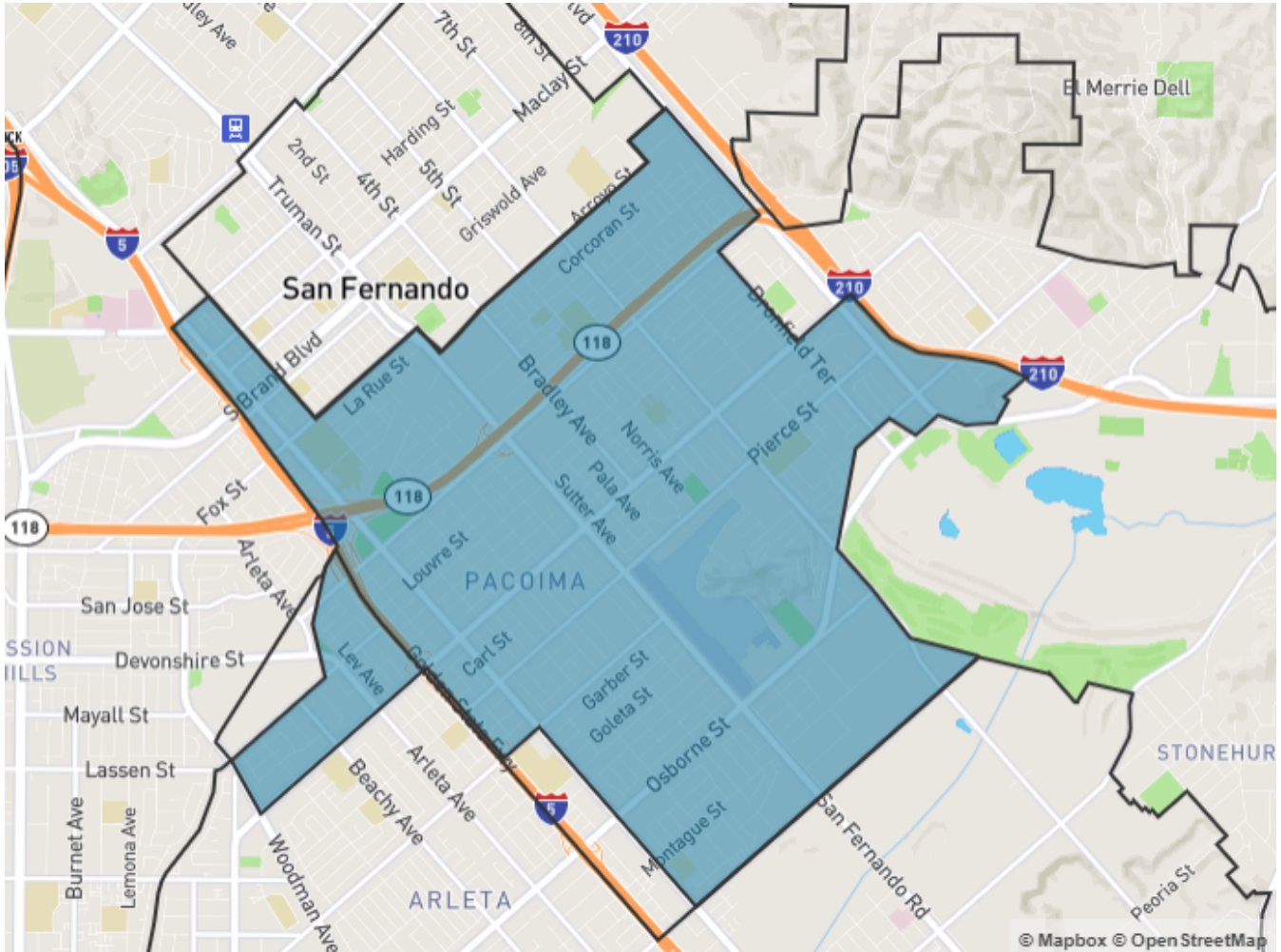
Map 11- Van Nuys



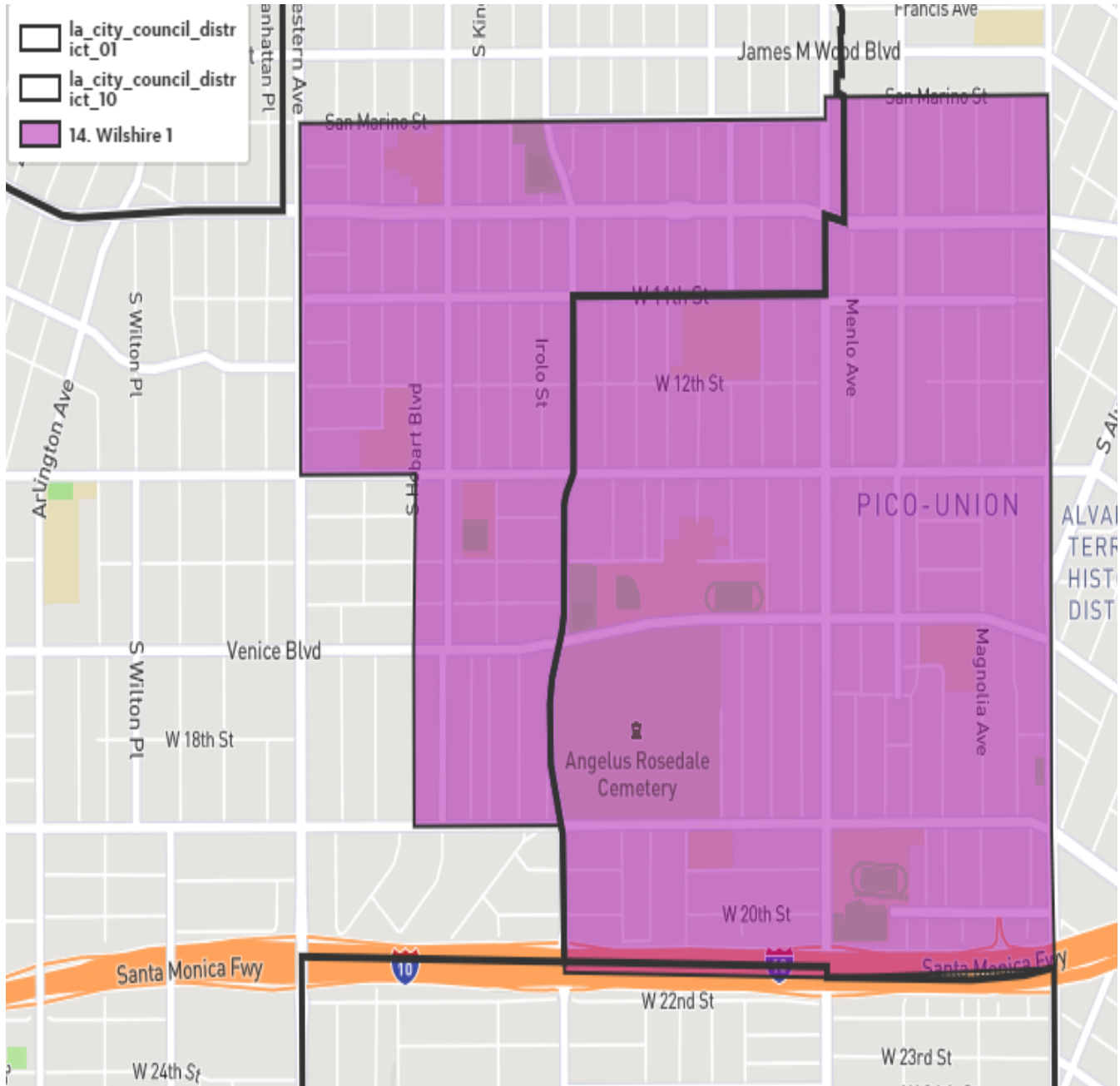
Map 12- Northeast Los Angeles



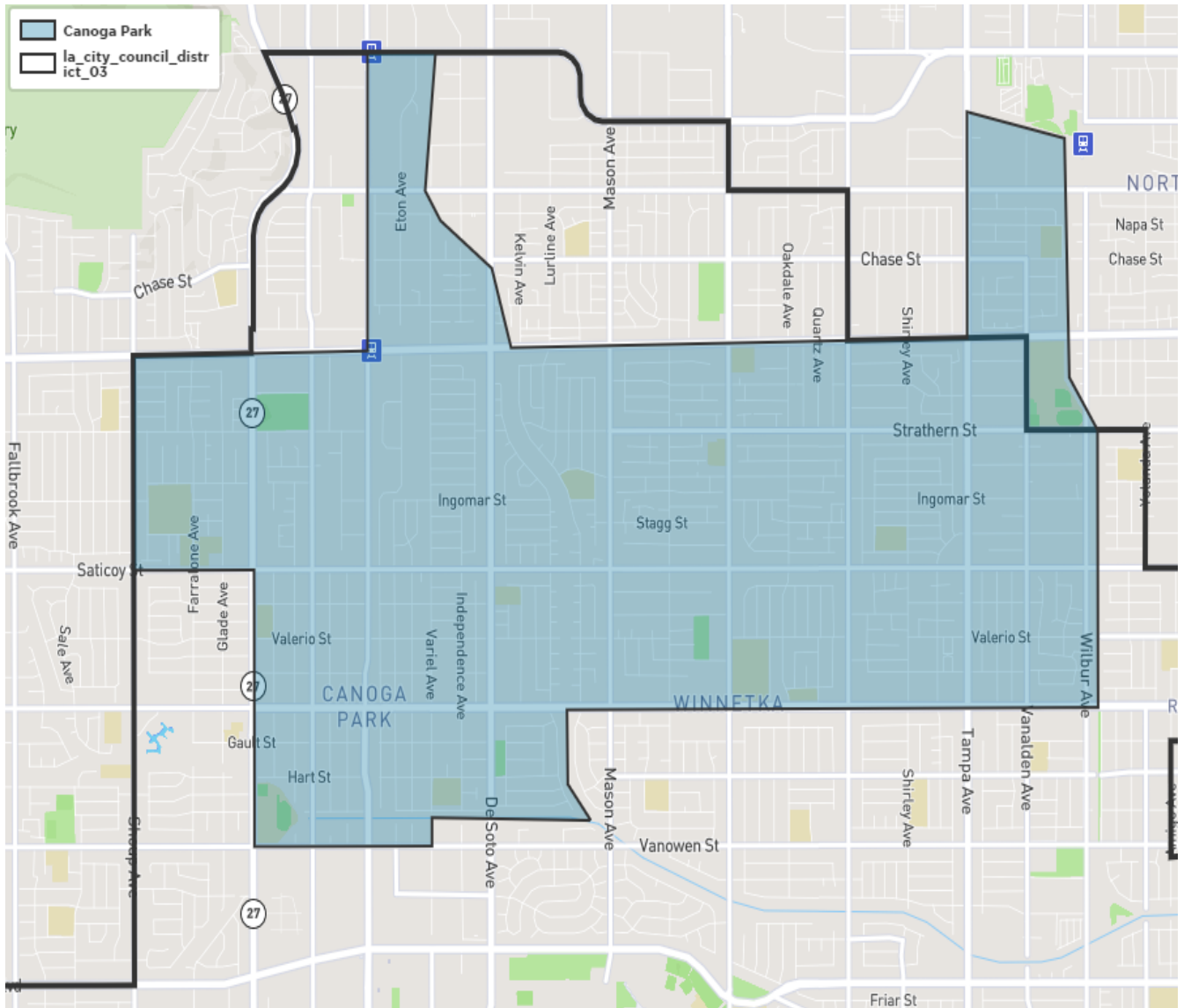
Map 13- Pacoima



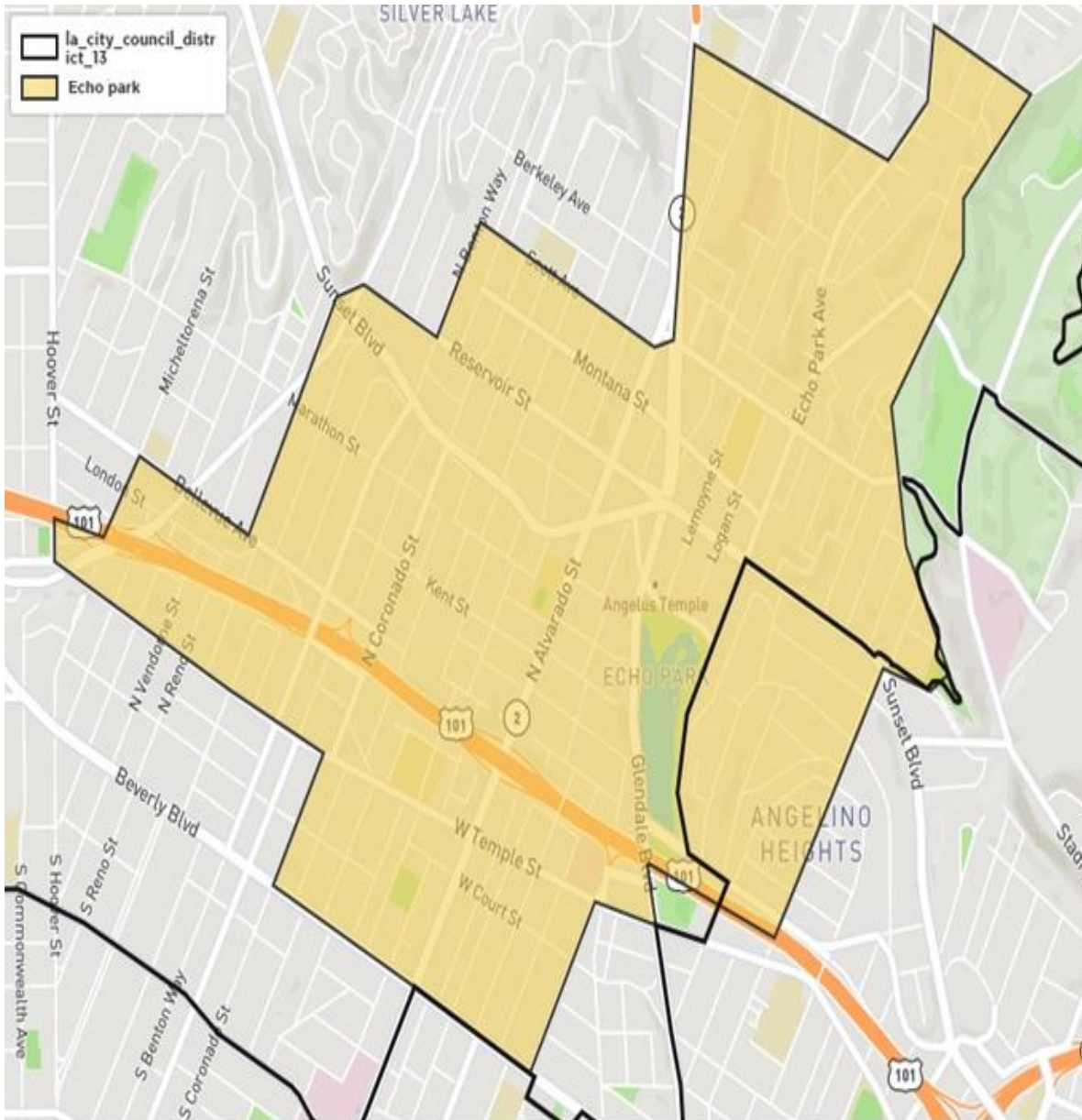
Map 14 Wilshire



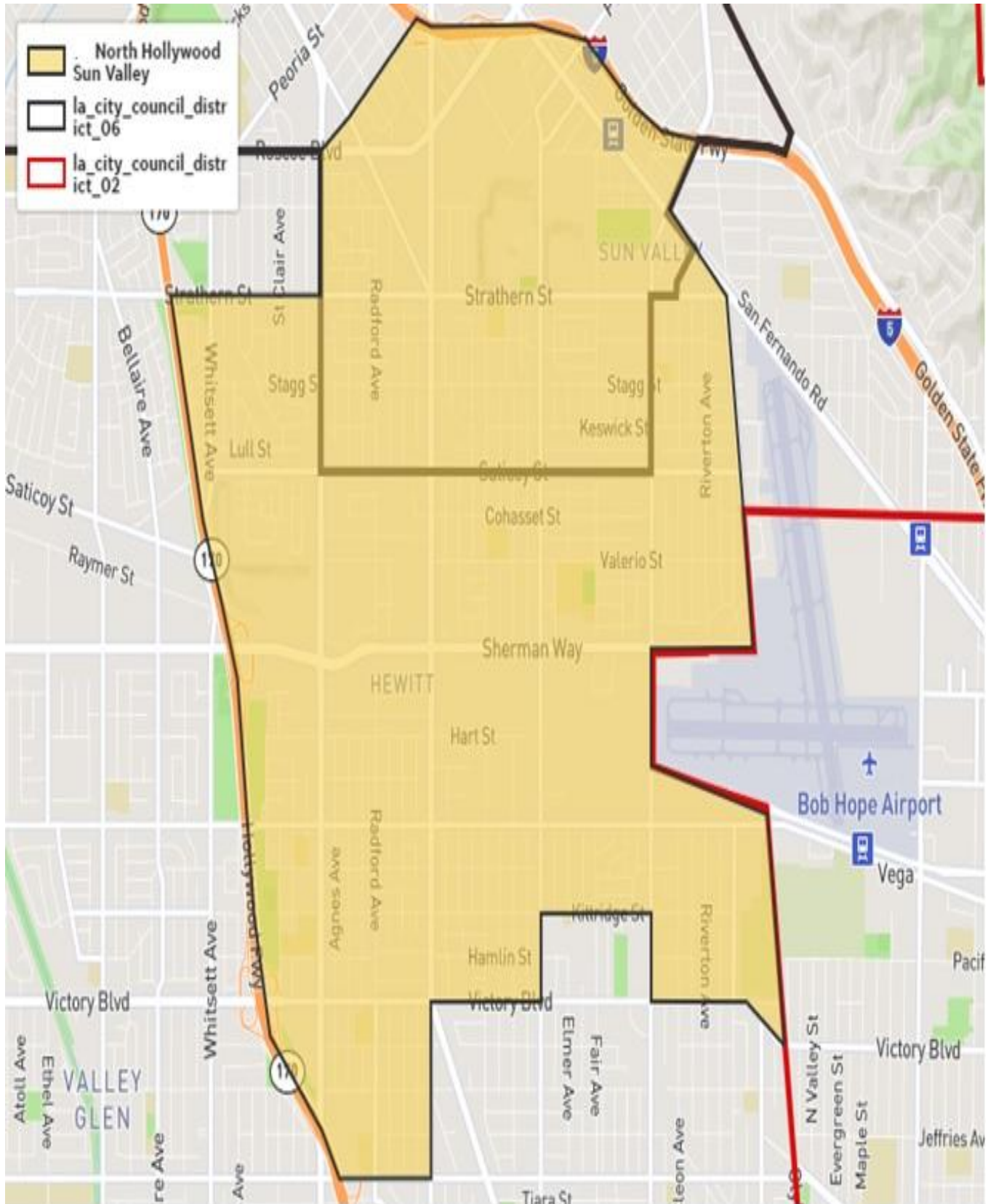
Map 16 Canoga Park



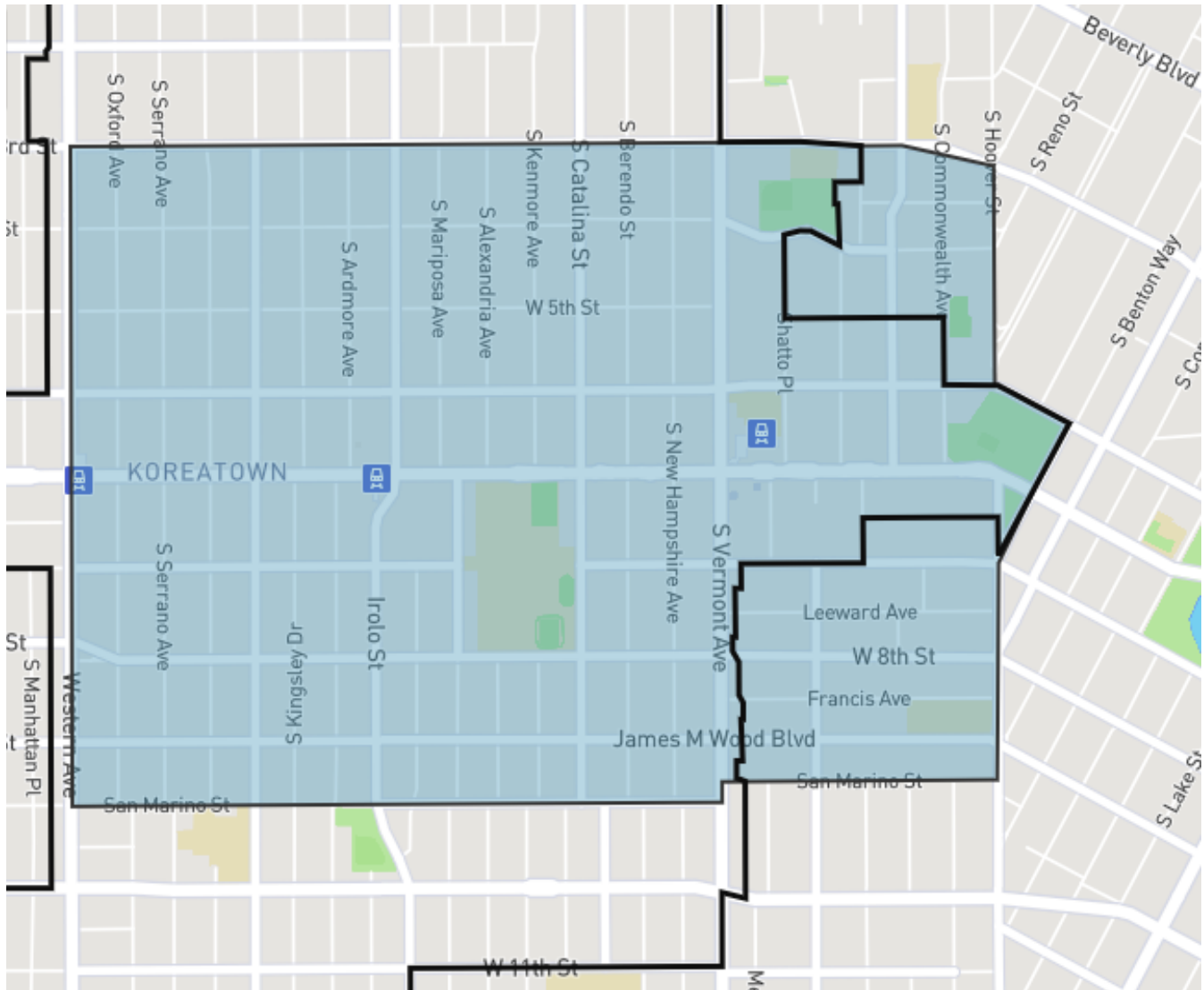
Map 17 Echo Park



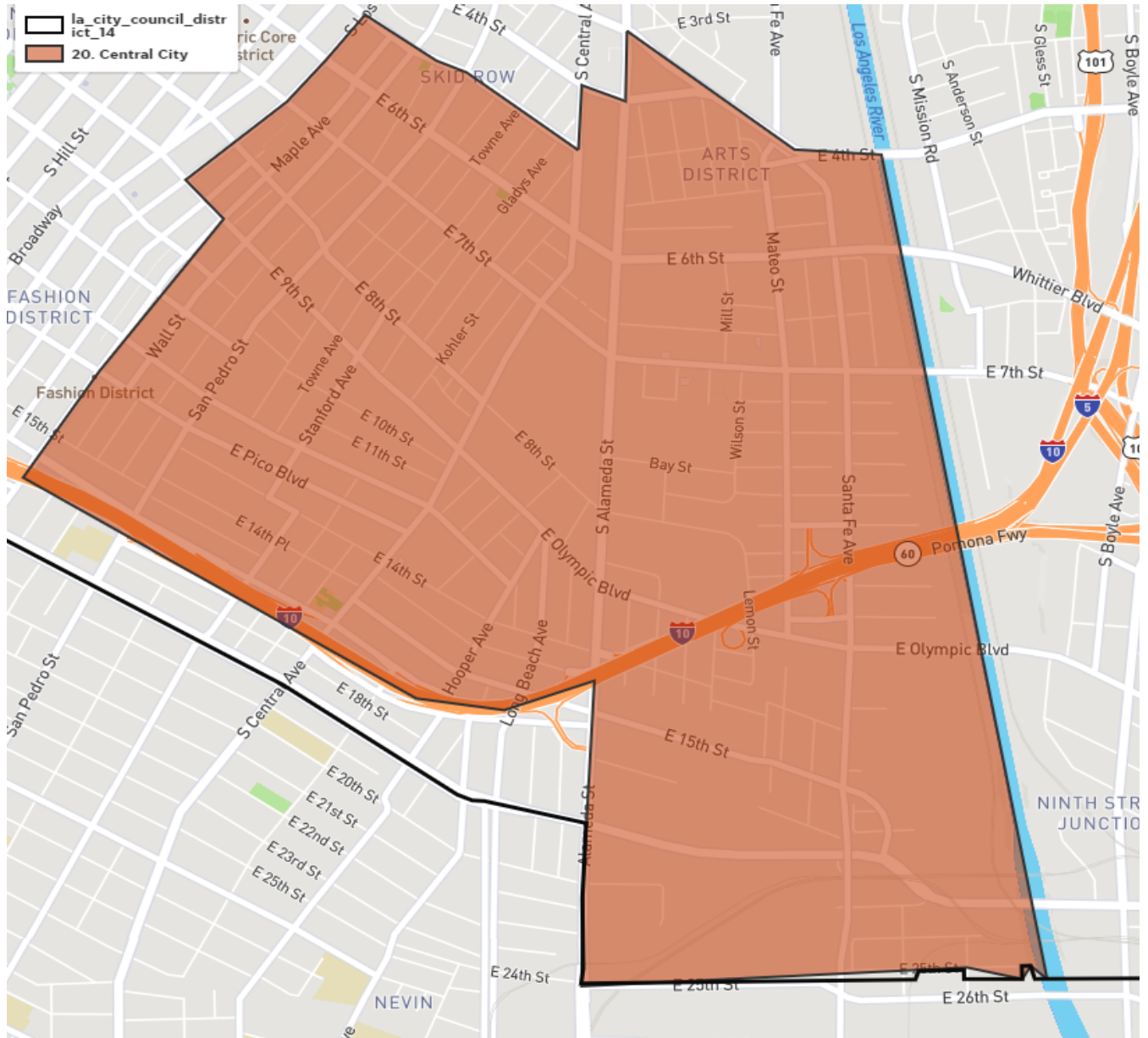
Map 18 North Hollywood Sun Valley



Map 19 Koreatown



Map 20- Central City



CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.

Project Title: <<FSC Project Title>>

Primary Services Location: XXXXXXXXXXXXXXXX
Los Angeles, CA XXXXXX

Contractor: XXXXXXXXXXXX

Type of Organization: Non-Profit

Corporate Number: CXXXXXXXX

Unique Entity Identification Number: XXXXXXXXXXX

Assistance Listing No. (formerly CFDA Number): 14.218 CDBG
93.569 CSBG

Federal Award Identification Number (FAIN): B-XX-MC-06-0523
2001CACOSR

Federal Award Date: August 13, 20XX
June 18, 20XX

Research and Development Award (Yes or No): No

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EXHIBITS

- EXHIBIT A. STANDARD CITY PROVISIONS FOR CITY CONTRACTS
- EXHIBIT B. INSURANCE REQUIREMENTS
- EXHIBIT C. NOTICE OF PROHIBITION AGAINST RETALIATION
- EXHIBIT D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- EXHIBIT E. CERTIFICATION REGARDING LOBBYING
- EXHIBIT F. MANAGEMENT REPRESENTATION STATEMENT
- EXHIBIT G. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
- EXHIBIT H. INVENTIONS, PATENTS AND COPYRIGHTS
- EXHIBIT I. SUBCONTRACTING AND PROCUREMENT
- EXHIBIT J. CSBG AGREEMENT
- EXHIBIT K. CONTRACT CERTIFICATION CLAUSES

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

RECITALS

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

WHEREAS the City has entered into a Grant Agreement (Agreement No 20F-3022) with the State of California, Department of Community Services and Development ("State"), pursuant to the Community Services Block Grant Act (CSBG) as described in 42 U.S.C. 9901 et seq., and 45 Code of Federal Regulation ("CFR") Part 96 and the regulations adopted or the actions taken by the State of California to implement such Act ("CSBG Agreement"); and

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

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

WHEREAS, the FamilySource Centers program that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the CIFD budget pursuant to the CDBG, CSBG, COVID-19 Emergency Rental Assistance Subsidy Funds, and General Funds; and

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX, dated XX/XX/20XX and XX/XX/20XX), that authorizes the General Manager of CIFD to prepare and execute the Agreement.

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

A. 1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit “A” and incorporated herein by reference, and the CSBG Agreement, which is attached hereto as Exhibit “J” and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

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

A. The City, represented by:

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

With copies to:

<<City Representative Name>>, <<City Representative Title>>
Housing and Community Investment Department
1200 West 7th Street, Fourth Floor
Los Angeles, CA 90017

B. The Contractor, represented by:

Name, Title
(FSC Name)
Street Address
City, State, Zip
(Email address)

§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 §502 herein below.

2. 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.
 3. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws, and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.
 10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.
 11. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3.
 12. Compliance and/or completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance, and the Disclosure of Border Wall Contracting Ordinance, in accordance with PSC – 33 and PSC – 44 respectively, of the Standard Provisions for City Contracts, and Los Angeles Administrative Code §10.41 *et seq.* and the Los Angeles Administrative Code §10.50, respectively.

13. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit "F" and incorporated herein by reference.
14. Contractor Certification Clauses (CCC-307) fully executed in accordance with the CSBG Agreement and attached hereto as Exhibit "K" and incorporated herein by reference.

§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.
- B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
- C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
- D. Board of Director's meeting minutes.

§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from <<Agreement Start Date>> to <<Agreement End Date>> and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Contractor, together with the collaborating agencies, shall provide a continuum of core services designed to financially empower poor, very-low, and low-income families to become self-sufficient by increasing family income

through the provision of asset-building programs and also to prepare low-income youth to graduate from high school and qualify for post-secondary education.

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

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

§204 IDENTIFICATION OF PROJECT ELIGIBILITY/NATIONAL OBJECTIVES:

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

201 (a-q) <u> e </u>	204 (a) _____
202 (a-c) _____	205 (a) _____
203 (a-c) _____	206 (a-h) _____

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

- 1. Activities benefiting very low and low income persons under 24CFR 570.208 (a)
 - a. _____ Area-wide benefit project affecting _____ percent very low and low income persons as indicated in the 2010 census.
 - b. Limited-Clientele activities: 570.208(a)(2): A ; B ; C ; D
 - c. _____ Housing activities
 - d. _____ Job Creation/Retention activities that are designed to create or retain jobs for at least 51% very low and low income persons.

- 2. _____ Activities which aid in the prevention or elimination of slums or blight, under 24 CFR 570.208 (b).
 - a. _____ Activity is located in a slum or blighted area, which has been (check one):
_____ designated as a Redevelopment Project Area;

List conditions of slum or blight to be addressed by the project. (Complete only for projects qualifying under 570.208 (b)(1), prevention or elimination of slums or blight.)
 - b. _____ Activity is located outside a slum or blighted area, but qualifies under spot slum and blight conditions.
 - c. _____ Activity will address slum or blight in an urban renewal/ redevelopment area.

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

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

C. 3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed <<Agreement Allocation>> Dollars (\$#####), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG), Community Services Block Grant (CSBG) funds, COVID-19 Emergency Rental Assistance Subsidy (ERAS) Funds, City General Funds, and shall be expended in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
4. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
5. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
6. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of federal 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.
- 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: For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the approval letter from the cognizant agency. The Contractor may elect to use the 10 percent de minimis rate, if the Agency does not have an approved indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR §200.414(f)
 - G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
 - H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
 - I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
 - J. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.
 - K. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474.
 - L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

D. 4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
- D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

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

9. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.
10. Insurance policies offering protection against debts established by the federal government.
11. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.
12. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.
13. Grant funds may not be used to supplant existing services.

§404 PROGRAM INCOME

- A. Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80 and 200.307. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.
- B. Interest earned on advances received by 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.

E. 5. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts should there be any inconsistency. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

§502 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor’s duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions And Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City’s insurance plan. Except when City is a named insured, Contractor’s insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by 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.

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles

Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.
- E. Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

§504 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in LAHD Directive Number FY 12-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

4. Definitions:

- a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. OMB Circulars

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

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

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

4. Records Inspection

a. At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State, through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and

Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

- c. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).
- e. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- f. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

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

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

- l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- m. The Americans with Disabilities Act 42 U.S.C. §12101 et seq. and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.
- n. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

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

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

11. Animal Welfare

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

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

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

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.

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

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

B. Statutes and Regulations Applicable to This Grant Agreement:

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

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.

2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
4. Federal Acquisition Regulation, 48 CFR, Part 31.
5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
6. The grant agreement between the City and the State of California Department of Community Services and Development including its general terms and conditions which are hereby incorporated by reference.
7. The Community Services Block Grant Act, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96.
8. The California Community Services Block Grant Program, Government Code §12725 et seq., and Title 22, California Code of Regulations (CCR), §100601 et seq

9. Sweat-free Code of Conduct:

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

10. State Nondiscrimination Clause:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

11. Traveling Expenses:

Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel

Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

12. National Labor Relations Board Certification:

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

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

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

14. Expatriate Corporations:

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

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

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

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

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

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

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

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

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

§508 COMPLIANCE WITH CURRENT APPLICABLE SAFETY PROTOCOLS AND LAWS

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

§509 PROHIBITION AGAINST DUPLICATION OF BENEFITS

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

F. 6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 1. Monthly Fiscal Report
 - a. Expenditure Report – Due on or before the 20th 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 20th 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.
 - c. FamilySource Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests. **Please refer to Exhibit G, §2.B. #8 City Reporting Requirements.**
 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 five years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.
- B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§603 CUSTOMER/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, Child Support Referral Policy, 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; and (4) source of acquisition.

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

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment 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 of California or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of

the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD 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 LAHD, and/or.
 - 2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

- M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.
- N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
 - 1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 - 2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
 - 3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
 - 4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
 - 5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
 - 6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES-PUBLIC INFORMATION

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

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

§621 CHILD ABUSE

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

§622 CSBG AGREEMENT TERMS AND CONDITIONS

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

G. 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 "I", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

H. 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

- I. 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.
- J. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- K. 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.

L. 9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 505(A)(2), 602, 604 and 608.

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND ELECTRONIC SIGNATURES

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

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-one (31) pages and ten (10) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

N. 10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

Executed this _____ day of _____, 202X

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Assistant/Deputy City Attorney

ABIGAIL R. MARQUEZ
General Manager
Community Investment for Families Department

Date _____

ATTEST:

By: _____

HOLLY L. WOLCOTT, City Clerk

LYNDON O. SALVADOR
Assistant General Manager
Community Investment for Families Department

By: _____

Date: _____

Executed this _____ day of _____, 202X

For: **(FSC NAME)**

(Contractor's Corporate Seal)

By: _____
(First Signatory Full Name)
(First Signatory Title)

By: _____
(Second Signatory Full Name)
(Second Signatory Title)

City Tax Registration Certificate Number: XXXXXXXXXXXXXXXXXX
Internal Revenue Service ID Number: XXXXXXXXXXXXXXXXXX
Council File Number: XX-XXXXX; Date of Approval: XX/XX/20XX; XX/XX/20XX
Said Agreement is Number _____ of City Contracts

O. EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS

P. EXHIBIT B

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

Name: (FSC NAME)

Date: XX/XX/2023

Agreement/Reference: _____ (Project Title) _____

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

Limits

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

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

General Liability \$ 1,000,000

Products/Completed Operations Sexual Misconduct \$1,000,000
 Fire Legal Liability _____

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

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
 Builder's Risk Flood
 Earthquake

Pollution Liability \$ _____

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

-
- Other:** 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
- 2) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

GENERAL INFORMATION

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

(Rev. 05/18)

Q. EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

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

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

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

Rev. 09/17

AGREEMENT NUMBER:

(FSC NAME)

CONTRACTOR/BORROWER/AGENCY

XXXXXXXXXXXXXXXXXX

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

R. EXHIBIT D

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER _____

(FSC NAME)

CONTRACTOR/BORROWER/AGENCY

XXXXXXXXXXXXXXXXXX

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit D (cont.)

INSTRUCTIONS FOR CERTIFICATION

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

S. 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 _____

(FSC NAME)
CONTRACTOR/BORROWER/AGENCY

XXXXXXXXXXXXXXXXXX
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

T. 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 _____

(FSC NAME)
CONTRACTOR/BORROWER/AGENCY

XXXXXXXXXXXXXXXXXX
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

U. EXHIBIT G

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

§1 GENERAL PURPOSE AND REQUIREMENTS OF STATEMENT OF WORK

A. Purpose

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

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

The Contractor shall provide all services at no charge to the FamilySource Customer.

B. Project Description

The Contractor, together with the collaborating agencies, shall provide a continuum of core services designed to financially empower poor, very-low, and low-income families to become self-sufficient by increasing family income through the provision of asset-building programs and also to prepare low-income youth to graduate from high school and qualify for post-secondary education.

FamilySource Program Contractors shall provide universal access or intensive services to poverty, very-low and low-income residents. Universal access is defined as emergency or short-term services. Such services may include information and referral, multi-benefit screening, access to a community resource room or emergency rental assistance through the Emergency Rental Assistance Subsidy (ERAS) program. The ERAS program provides a temporary rent subsidy for tenants who live in the City of Los Angeles and are unable to pay rent due to circumstances related to the COVID-19 pandemic. Contractor shall hire a minimum of two 100% FTE staff for the ERAS program. The ERAS staff shall collect, verify, and determine eligibility for the ERAS program from a pre-qualified list of applicants and record their eligibility status in the ERAS system.

Intensive services are defined as a procedure to plan, seek, coordinate and monitor multiple services from a variety of agencies on behalf of the customer(s) in order to assist with the transition towards increased family assets and self-sufficiency and/or improved student academic performance, retention and exposure to post-secondary educational services.

Contractors shall identify poverty, very-low, and low-income residents in need of intensive services and accept referrals for youth and/or parent/guardians referred by the Los Angeles Police Department (LAPD), the City's Gang Reduction and Youth Development (GRYD) program, the City's WorkSource and YouthSource System, and other City programs. Intensive Services shall target the family unit, comprised of at least one parent/guardian and at least one middle or high school youth. For PY 2020-2021, up to 30 customers receiving intensive service are reserved for individuals who may be single, foster or emancipated youth, or in other special circumstances. The FamilySource Center (FSC) staff will assess the needs of each customer/family to establish need for Intensive Services. At the point when FSC staff determines that significant staff intervention will be required to serve the family/customer, the staff will proceed with enrolling the family/customer in the appropriate Intensive Services.

The length of program participation for most customers is twelve (12) months of service from the starting date of enrollment to Customer exit date. However, case-managed customers may be served for a period of between one and five years based on their Customer Service Plan (CSP). In such instances case management must be bi-weekly and well documented, with incremental goals established, approved and achieved. Long term enrollees are to be tracked as cohorts so that the impact of their extended participation can be evaluated by a third party.

FSC customers must be re-enrolled each program year before services are rendered and will be limited to no greater than 25% of the total enrollments at any time, to ensure that the FSCs have an on-going flow of new customers.

C. Program Responsibilities

1. General Responsibilities

- a. Manage day-to-day operations of the FamilySource Center (FSC).
- b. Maintain the FamilySource Center's facilities, including supplies and equipment;
- c. Ensure the FamilySource Center is fully staffed, filling all vacancies within 90 days with experienced and trained personnel that meet FSC certification requirements. Vacancies not filled within 90 days will be a program finding and may impact the evaluation of the FSC's administrative performance.
- d. Ensure all FSC staff paid in full or in part with FSC funding is paid in accordance to the City's living wage ordinance, which is published annually. Living wage exemptions will not be granted for the FamilySource program because as the City's antipoverty program, it does not align with the FamilySource System's vision of lifting families out of poverty.
- e. Oversee and monitor all FamilySource Center activities and subcontracts;
- f. Safeguard and manage all funds paid to the FamilySource Center including those issued for payment to subcontractors;
- g. Implement a performance-based procurement system for the selection of subcontracts in accordance with §701;
- h. Implement and support goals and major activities identified in the FamilySource System strategic plan;

2. Continuous Quality Improvement

As the operator of a certified FamilySource Center (or as the operator of a FSC preparing for and seeking certification) Contractor shall perform all duties detailed herein using the following quality standards as a foundation for evaluating and improving current organizational and contractual performance:

a. Leadership Team

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

b. Strategic Planning

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

c. Customer and Market Focus

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

d. Information and Analysis

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

e. Human Resource Development and Management

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

f. Process Management

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

g. Business Results

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

3. Operational Responsibilities

a. FamilySource Center (FSC)

- 1) Contractor's primary facility shall be physically located within the City of Los Angeles. The primary facility shall be located at the location identified in §2.B.5.b of Exhibit G of this Agreement. The site shall remain as herein designated unless the City approves relocation, in writing, to a new site within the FamilySource Center Service Delivery Area. Contractor shall provide the City at least 60 days advance notice of its intent to move or close the facility. The relocation expenditures shall not be borne by HCID unless previously negotiated and approved with the City.
- 2) The primary facility must be a minimum of 5,000 square feet with both classroom and office space for confidential, case management discussions, space available for children to be supervised while parents receive services and must be compliant with the Americans with Disabilities Act guidelines. All services are expected to be provided within the FSC, virtually or by partner agencies that are within a one-mile radius of the proposed facility. Consideration may be given to the establishment of satellite offices if such action can be justified as serving the best interest of the program customers.
- 3) Proposed facility costs shall not exceed \$100,000 and should be significantly less to ensure that the majority of grant funds are expended on direct services to customers. The 10% flexibility rule is not allowed for this line item. Facility costs include: rent, use allowance, depreciation, facility repair and maintenance, equipment repair and maintenance (i.e. elevator), utilities, security (alarm and security guard and/or system), janitorial service and supplies, trash service, and landscaping.
- 4) The Contractor shall establish and maintain a FSC that is available to Customers during both regular business hours and extended hours. The FSC shall be staffed with an individual(s) who has expertise on all the resources contained therein. The resources shall focus on ensuring: a seamless delivery of services by reducing the barriers Customers may face accessing needed services due to lack of transportation, time constraints and frustrations when maneuvering through multiple program bureaucracies; information and assistance are provided to all populations, including limited English-speaking Customers; and identifying and recruiting staff, service providers and/or referral sources with the historic competencies to service the diverse range of linguistically isolated low-income communities in Los Angeles and building the capacity to serve persons with disabilities.
- 5) Co-location: The Contractor shall provide adequate space for Co-location of collaborators, including the following City mandated partners: LAUSD Pupil Service Attendance Counselors and LAHSA's Problem Solving Specialist.
- 6) Service Portals: If the Contractor identifies any service portals, the use of the service portal shall be requested, in writing, and approved by the City in advance.

b. Branding and Marketing

Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the FamilySource Center brand identity.

Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to the City and advise of any staff changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations coordinating meetings.

c. Personnel

All FamilySource Center positions are considered essential to the work being performed under this Agreement. Upon terminating or diverting any personnel to other programs, Contractor shall notify the City in sufficient detail to permit the City to evaluate the impact on the program from such changes in personnel and the plan for replacement. All staff for this program must be identified on the Budget and on the monthly invoice.

All FSC contractors are required to comply with the following personnel requirements:

- 1) Contractor shall be required to hire a minimum of one supervising case manager with a minimum of a graduate degree in the social sciences or related field to serve as lead and all newly hired case managers shall possess a minimum of a Bachelor's degree in the social sciences or related field.
- 2) Contractor shall be required to hire a minimum of one 100% FTE financial coach with a minimum of a Bachelor's degree in Finance or related field -or- be certified as a financial coach -or- a high school graduate with a minimum of four years demonstrated experience providing financial capability programs.
- 3) Contractor shall be required to hire a minimum of four 50% FTE college corner staff members, who are in college or a recent college graduate within the past two years that can assist middle and high school students navigate the path to college process and provide core academic support in A-G courses.
- 4) Contractor shall be required to hire a minimum of two summer youth for up to 120 hours as part of the Hire LA Youth. This position must be paid in accordance with the City's minimum wage and cannot be paid with FamilySource, YouthSource or Summer Youth Employment contract resources.
- 5) Contractor shall be required to hire a minimum of two 100% FTE staff members or its equivalent through December 31, 2020 to support the ERAS program.

The City reserves the right to require certification of employees for certain staff activities requiring special expertise, such as Customer eligibility determination, financial and accounting responsibilities, and service to special populations.

d. Collaboration

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

- 3) Contractor shall enter into Subcontractor Agreements and/or Memoranda of Understanding (MOU) with on and off site collaborators in terms set forth in this Agreement. The Agreements shall contain and describe services to be provided, resource sharing, how the service and operating costs will be allocated and/or funded, methods for referral of individuals, between FamilySource Centers and collaborators, duration of the memorandum, and procedures for amending it.
- 4) Contractor shall set-aside \$100,000 for funding of a minimum of two subcontractors, of which \$50,000 must be allocated to immigration services or other legal services that include immigration.
- 5) Contractor shall also provide or subcontract with a food bank/pantry to provide low-income families with access to emergency food assistance.
- 6) Contractor shall arrange for and support the co-location and provision of services by collaborators at the FamilySource Center site.

e. Electronic Infrastructure

Contractor shall coordinate with the City and other collaborative partners in the development and implementation of:

- 1) A Citywide Technology Plan
- 2) A common intake, referral, and case management system, as implemented by the City
- 3) Shared outcome procedures (“shared credit”)
- 4) Customer satisfaction and continuous quality improvement (CQI) processes in accordance with the policies approved by the Community Action Board (CAB).
- 5) An integrated performance evaluation system that supports the vision and mission of the City’s FamilySource Center program.

4. Customer Services

- a. Universal Access: Contractor shall provide all Customers access to services. Services shall be available at or through the FamilySource Center. Contractor shall make available services, as well as access to partner or collaborator services as set forth in the Customer Service Plan. Services may be provided through subcontracts and operating agreements with other entities. Access shall be defined as a physical, on-site location or a technologically linked entry point. Information and services shall, at a minimum, be provided in English and Spanish and any other language(s) appropriate for the geographic community and individual needs. Contractor shall provide all Customer services as a single service delivery system.

Universal Access services, (emergency or short-term services not requiring Customers to be case managed) do not require significant staff involvement with the individual in terms of resources and time. Contractor shall document Customer service level in the City’s electronic reporting system, BitFocus.

- b. Self-service Access: Self-service occurs when Customers serve themselves in accessing FSC information and activities in either a physical location, such as the FamilySource Center resource room or partner agency, or remotely via the use of electronic technologies.
- c. Outreach
- 1) Contractor shall conduct outreach and recruitment activities to reach customers who reflect the demographics of the primary geographic area to be served. Customer outreach and recruitment shall include, but not be limited to prepare and implement specific action plans to target and serve the population identified as underserved in the Service Delivery Area.
 - 2) Contractor shall coordinate with adjacent City contractors in providing outreach, recruitment, and services to Customers in adjacent Service Delivery Areas.

- 3) Contractor shall coordinate with the City in developing and implementing the FamilySource Center outreach, recruitment, and marketing plan, in accordance with FamilySource Center, and ensure all marketing refers to the City of Los Angeles.

d. Orientation

- 1) Contractor shall inform all interested Customers about the information and services available at or through FamilySource Centers.
- 2) Contractor shall inform Customers about the self-directed information and referral services available at the FamilySource Center and through the City's 311 Call Center, and ensure that Customers understand the guidelines for using the equipment and tools available at the FamilySource Centers.
- 3) Contractor shall inform Customers about general program eligibility and collaborators' program requirements, overall responsibilities of the Customer and of the FamilySource Center and collaborators, general timeframes, steps involved in becoming a FSC Customer, and the overall goals of the program(s).
- 4) Contractor shall provide and document that Customers have received an orientation to FSC services that provides them with a clear understanding of the full scope of services available, including, but not limited to pre-employment and employment support, adult education, computer literacy, financial capability programs, youth leadership, academic support, college access programs, supportive services, follow ups, post exit follow-up services, and of the Contractor's responsibility to provide them with the required elements, which will allow the Customers to attain increased income and improve academic achievement.
- 5) Each Customer shall receive a copy of the Summary of the City of Los Angeles Complaint Procedure. A signed receipt of this document must be kept in the Customer's file. Contractor shall also inform Customers that they will be contacted for post exit follow-up, and that they must sign a release, and provide contact information. All such documents must be kept on file.

e. Determining Eligibility

At the point when FamilySource Center staff determines that significant staff intervention will be required to serve the Customer, Contractor shall assess Customer for eligibility. Contractor shall use a FamilySource Center application form for eligibility determination and characteristics gathering. Contractor shall provide each Customer, who meets the minimum eligibility criteria, information on the full array of applicable or appropriate services available through other services providers.

5. Customer Requirements

Contractor shall ensure that Customers meet the following CDBG and CSBG requirements:

- a. During the term of this Agreement, the Contractor shall target its services to persons who reside in the City of Los Angeles.
- b. Of the total persons served by the FamilySource System, the percent of the total who meet the poverty guidelines as defined by Title 45 Code of Federal Regulations (CFR) Subpart 1062.2, CSA Poverty Income Guidelines shall be thirty percent (30%), and seventy percent (70%) of the total shall be very low or low income as defined by Title 24 CFR Section 570.3.

The federal government revises CDBG and CSBG income limits annually. The City of Los Angeles distributes applicable income guidelines to its funded contractors upon receipt of such revisions each year.

- c. The Contractor shall collect, verify and document information and data on residence in the City of Los Angeles, family size and income to determine the eligibility status of potential Customers to receive assistance under this funded project. Such documentation for each Customer shall be maintained in a file onsite and made available for examination.

Contractor shall maintain in the Customer's file the following documents: 1) Intake and assessment form for all applicants; 2) all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for customers receiving intensive services the file must also contain 3) Assessment Documents; 4) Customer Service Plan; 5) Case Notes; and 6) Documentation of any services rendered and outcomes achieved.

d. Presumed Eligible Clientele

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

1) Definition of "Severely Disabled"; persons are considered "severely disabled" if they:

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

e. Verifying Limited Clientele Income through Self-Certification

If the person is not *presumed* to be in a low-and-moderate-income group as identified in d above, verifying the limited clientele's low-and-moderate-income status is required. Income verification of 25% of enrolled Customers may be conducted through a Self-Certification form.

6. Initial Customer Assessment

Each Customer shall be provided the opportunity of an initial assessment of skill levels (including, but not limited to basic literacy skills), aptitudes, and supportive services needs. Contractor shall use the "Universal Access Only" application at the initial assessment point. Based on eligibility, assessment result, and Customer request, the customer shall also be provided a comprehensive assessment at the intensive service tier.

7. Customer Service Plan

- a. Development of a Customer Service Plan, or approved equivalent, is required for all customers receiving intensive services and should be tailored to address the Customer's needs. The Customer Service Plan must include a self-sufficiency goal(s), realistic objectives and appropriate, coordinated services (based on the completed assessment) that reasonably can be expected to result in desired changes, e.g., increased family income, improved academic achievement. Contractor shall develop, manage, and retain on file a Customer Service Plan for Customers receiving intensive services on a form provided by or approved by the City.
- b. The Customer Service Plan refers to a plan jointly developed by the Customer and the case manager that incorporates the Customer's personal and capacity building goals. The case manager is ultimately

responsible for coordinating and documenting development of the Customer Service Plan with the customer's participation. The Customer Service Plan identifies the appropriate achievement objectives, the appropriate combination or mix of services for the Customer, based on the objective assessments conducted to achieve the established goal. The Customer Service Plan should incorporate the customer's expectations and choices and the short- and long-term goals to which the Customer clearly has agreed.

- c. Youth assessments are to be a joint effort with Los Angeles Unified School District Pupil Services and Attendance (PSA) counseling staff.
- d. Decisions concerning appropriate services shall be Customer-centered. The Customer Service Plan shall be developed in partnership with the Customer and reflect the needs indicated by the objective assessment and the expressed interests and desires of the Customer.
- e. The Customer Service Plan shall be reviewed, at minimum, monthly to evaluate the progress of each Customer in meeting the objectives of the service strategy including an evaluation of the Customer's progress, as appropriate, and the adequacy of the supportive services provided.
- f. If FamilySource Center resources are not sufficient to provide the full range of supportive services that might be identified in the Customer Service Plan, Contractor shall make every reasonable effort to arrange for, through other community resources, and supportive services identified as needed in the Customer Service Plan. Such referrals shall be tracked and documented on the Customer Service Plan.
- g. For all Customer Service Plans developed by the Contractor, the document shall reflect which collaborator or subcontractor is responsible for delivery of services to the Customer at each stage of participation in the program. This description shall include which agency is responsible for assessment, and supportive services. Each agency responsible for providing a segment of services to the Customer shall sign the Customer Service Plan.
- h. All Customer Service Plans shall contain a written, signed commitment by the Customer that he/she will attend classes, seminars, workshops, individual or group sessions or other training, will cooperate with the service provider staff, and attend interviews as required, and will comply with all requirements of the FamilySource Center program.
- i. The Contractor shall determine the need for comprehensive and/or support services through counseling sessions between the Case Manager, PSA and/or other service providers and the Customer to be documented in the Customer Service Plan.

Comprehensive services shall include those services appropriate to the Customer's needs. Documentation of meetings and progress reports shall be maintained in file, as appropriate. Documentation shall also include services received through coordination with FSC collaborators, WorkSource Centers, YouthSource Centers and other service providers.

8. Enrollment

Contractor shall use the approved FSC application to enroll Customers into the FamilySource program. All customers must be enrolled prior to services being rendered.

9. Concurrent Enrollment

Eligible Customers may participate concurrently in other FamilySource, WorkSource, YouthSource, and other City programs. Such Customers must be eligible under eligibility criteria applicable to the services received.

10. Staff-Assisted Referrals

Contractor shall refer the Customer to an appropriate service such as those provided by FamilySource Centers (FSCs); WorkSource Centers; YouthSource Centers; the City of Los Angeles Gang Reduction and Youth Development Program; or educational programs such as those provided by Los Angeles Community College District (LACCD), Los Angeles Unified School District (LAUSD), that has the capacity to serve the Customer on a sequential or concurrent basis. If Customer is referred to another service provider,

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

11. Case Management and Intensive Services

Case management service is the primary function of the FSC and is intended to ensure that the intensive services as identified in the Customer Service Plan are implemented in accordance with the established timeline. At a minimum, case management is to include bi-weekly meetings between staff and the FSC customer. Parents are to participate in case management meetings involving their children.

- a. Intensive services are defined as a procedure to plan, seek, coordinate and monitor services from a variety of agencies and staff on behalf of a Customer in order to assist the Customer transition towards increased family income and/or increased youth academic achievement. With the goals of serving as many Customers as possible, the cycle time for customers receiving intensive services is targeted at 12 months (starting from date of enrollment to Customer exit date). Case managers at minimum must:
 - 1) Conduct comprehensive Customer assessments.
 - 2) Identify Customer goals and develop a Customer service plan to reach those goals.
 - 3) Implement Customer service plan, coordinate services (both in-house and through outside service providers), and monitor service delivery.
 - 4) Advocate on behalf of the Customers including creating, obtaining, and brokering needed Customer resources.
 - 5) Reassess Customer goal progression and modify service plan if necessary (includes monthly Customer follow-up, data collection and analysis).
 - 6) Exit Customer.
- b. Contractor shall provide access to intensive services for all enrolled Customers using the Customer-centered approach in the delivery of services.

Each person in intensive services should have a customer file, both hard copy and electronic. Case file must contain a determination of need for program services, as identified through the intensive services received.

12. Comprehensive and Specialized Assessment

- a. Contractor shall provide a comprehensive assessment that shall include testing and evaluation of educational attainments, occupational/ transferable skills, Customer interests, aptitudes, and/or vocational potentials for each Customer. Contractor shall maintain, on file, documentation of assessments conducted for each Customer and the results of each assessment. At a minimum, the assessments shall include a review of the following:
 - 1) Basic skills (reading, math and English as a second language)
 - 2) Educational attainment
 - 3) Occupational skills
 - 4) Prior work/volunteer experience (transferable skills if applicable)
 - 5) Employability
 - 6) Interests

- 7) Aptitudes (including interest and aptitudes for nontraditional jobs)
- 8) Supportive service needs (including needs based payment)
- b. The City reserves the right to require specific assessment tools. Contractor shall comply with City directives, as applicable, on assessment tools. A new assessment of a Customer is not required, if the contractor determines it is appropriate to use a recent assessment conducted pursuant to another educational or training program.

13. General Supportive Service

- a. Contractor shall inform and provide, or arrange for the provision of, services to eligible FamilySource Centers Customers that will enable them to participate in activities, subject to the availability of resources. Supportive services shall only be provided to those Customers unable to obtain supportive services through other programs providing such services.
- b. Contractor shall be responsible for the selection of vendors, administration, payment, and documentation of costs incurred for supportive services. Payment records must be complete and readily available for monitoring or audit reviews. Contractor shall also document in the Customer file supportive services provided with non-City funds.
- c. Contractor's supportive services shall include but not be limited to: transportation, health care, family care, child care, financial and personal counseling, linkages to community services, and assistance with food and clothing.

14. Emergency Financial Assistance

- a. Contractor shall set aside a minimum of \$10,000 for emergency financial assistance to eligible FamilySource Center Customers to assist them in maintaining their housing stability. This includes payment to cover the whole or part of the cost of rent, rental arrears, utilities, utility arrears and hotel vouchers.
- b. Emergency financial assistance cannot be paid directly to the Customer and must be paid to a third party vendor on behalf of the Customer. Contractor shall be responsible for payment and supporting documentation of emergency financial assistance provided. Payment records must be complete and readily available for monitoring or audit reviews.

15. Follow-ups

For all enrolled Customers in the FamilySource Centers, Contractors shall do follow ups to sustain the relationship between the FSC and Customers, improve performance, and attain positive outcomes. Follow up is a contact made to Customers, in person, by mail, or by electronic means, to determine the participant's employment and educational status during participation and after exiting the FSC program. This is mandatory for 90 days after exit.

D. Minimum Standards for Program Performance

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

1. Quality of Service

The Contractor shall make every effort to provide holistic and focused, high caliber services to participants that will empower them to remove identified barriers to their achieving suitable living conditions and

expanded economic opportunities, with the aim of increasing family income and increasing academic achievement.

2. Customer Service Levels

Contractor shall serve the number of unduplicated Customers specified herein.

a. Unduplicated Customer

A Customer is a person receiving services provided through the City-funded program. An unduplicated Customer is a person determined to be eligible to receive one or more services who is enrolling in the program and for whom Customer intake information is reported only **once** during the term of funding established under this Agreement. A person not enrolled in a project, but who indirectly benefits from services provided, is not a Customer. A parent/guardian may apply for services that only a child receives, in which case, the child is the direct recipient of the services and therefore is the Customer.

3. Leveraged Resources

Contractors shall identify a minimum of \$200,000 in leveraged resources in their proposed budgets which, when combined with the \$800,000 contract amount, will net an operating budget of \$1 million. The services of the LAUSD Pupil Services and Attendance Counselors may not be claimed as a leveraged resource. Contractor will be required to report leveraged resources to the City on a quarterly basis. The City Information Bulletin No. 12-19, located at the HCID website, provides the format and guidelines for reporting leveraged resources secured by the Contractor.

Definition of Leveraged Resources--Leveraged resources are those that are of direct benefit to customers and paid for with funds other than those requested in the proposal. Examples include but are not limited to:

- a. Personnel that provide direct services to customers that are paid for by the County of Los Angeles, a foundation grant or other source.
- b. Physical space/facility. Must be capped at a rate of no greater than \$1.50 per square foot.
- c. Direct financial support to customers for transportation, temporary shelter, clothing, etc.

Leveraged Resources should include any other source of funds used to support FamilySource program activities, aside from the Community Development Block Grant (CDBG) and Community Services Block Grant (CSBG) dollars allocated by the Los Angeles Housing and Community Investment Department (HCID).

E. Performance Measures and Customer Service Level

1. The City has established two (2) measures for the success of the FamilySource Center Program. Each FamilySource Center will be required to achieve two primary outcomes:
 - a. **Increased Family Income**-- as measured by employment, wage increase, and/or access to other economic resources that benefit the household, and
 - b. **Increased Academic Achievement**--as measured by improved academic performance, grade level advancement, retention, re-entry, and/or attainment of High School Equivalency and/or ESL certificate.
2. Each FamilySource Center will be required to meet the minimum quantitative Performance Measures identified in Table 2.

Table 1: FamilySource Program Performance Goals/Customer Service Levels

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Total Minimum # of unduplicated customers to be served	2,500 unduplicated customers
Total Minimum # of unduplicated youth to be referred to LAUSD Pupil Service Attendance Counselor for an educational assessment	225 unduplicated youth
Minimum number of unduplicated Customers engaged in financial coaching	100
Minimum dollar value of income reported in achieving Increased Income/Economic Resources	\$500,000
Minimum # of unduplicated customers reported in achieving Increased Academic Achievement	75 unduplicated customers
Maximum annual customer carryover	625

Contractors shall continue to accept referrals for youth and/or parents/guardians referred by the Los Angeles Police Department (LAPD), the City’s Gang Reduction and Youth Development (GRYD) program, and other City programs.

3. FamilySource Center Program Hours of Operation, at minimum, each FamilySource Center shall be open:
 - a. Monday to Friday nine (9) hours daily
 - b. Open up to 8:00 p.m. two (2) times a week
 - c. Open Saturday at least once per month for, at minimum, three (3) hours

Any changes to the operating hours during the period of this Agreement must have prior written approval from the City. If there are additional program sites, the specific days and hours of operation at each site must be made available to City staff upon request.

4. FamilySource Center Service Plan

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards in assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Each FamilySource Center Contractor shall maintain, subject to inspection and available for review by City staff, the following:

- a. Facility Form - Indicates an itemized listing of the core services; agencies providing each of the core services; days & hours of operation at the FamilySource Center; location name and address with days & hours if activities are not located at the FamilySource Center; and the distance from the FamilySource Center & Customer Transportation Plan.
- b. Outcomes Summary – Establishes indicators for the performance outcomes of 1) increased family income/resources; and 2) increased academic achievement. The Outcomes Summary identifies the total # of Customers (Customers) expected to achieve outcome; aggregated dollar amounts e.g. savings, credits, calculation method and how results will be documented and what measurement tools will be utilized.

F. Performance Evaluation

1. The performance of all FamilySource Centers will be evaluated on an annual basis in accordance with the Certification Policy & Procedures Effective April 1, 2010. The Policy requires contractors to be successful in the following categories in order to be eligible for continued funding:
 - a. Customer Satisfaction – as formally measured through on-site and follow-up Customer satisfaction surveys.
 - b. Administrative Capability – as measured through formal monitoring and fiscal reviews of contractor administrative and fiscal practices.
 - c. Outcomes – as measured by contractor success in meeting increased family income and academic achievement goals.
 - d. Flow – as measured by the volume of individuals availing of services at each FamilySource Center.

Additionally, the larger FamilySource System will be evaluated on a monthly basis against a “system” scorecard that measures the progress not only of contractor performance but that of HCID in administering the grant.

2. Contractor also shall be evaluated in accordance with the City’s Certification Policy. The approved policy and any amendments thereto will be forwarded to the Contractor by City Directive. All performance measures shall be used by the City to assess the Contractor’s proposed and actual performance. Noncompliance may result in sanctions, as set forth in the City’s Certification Policy and §803 of this Agreement.
3. City shall conduct an evaluation of the Contractor’s performance. As required by Los Angeles Administrative Code Division 10, Chapter 1, Article 13, §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the expertise of personnel the Contractor assigns to the Agreement. Contractor will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

G. Certification

Contractor shall be certified by the City of Los Angeles Community Action Board (CAB) on an annual basis through a formal performance evaluation. Contractor shall achieve and maintain certification as a City of Los Angeles FamilySource Center, including timely re-certification for the entire term of this agreement. Failure to meet these requirements may lead to termination of the contract.

H. Authority of the City

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:
 - a. City shall conduct primary oversight and monitoring of the FamilySource Center that includes, but is not limited to, making physical inspections of the FamilySource Center facilities; interviewing the Contractor and subcontractor personnel and/or Customers; and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.
 - b. Upon determination by the City that it is in the best interests of the overall FamilySource System, at its sole discretion, the City may in accordance with the provisions set forth in §§802-805 herein, upon written notice to the Contractor, take the following actions:
 - a. At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or
 - b. Assume the day-to-day operation of the FamilySource Center; and/or

- c. Assume the rights and responsibilities of the Contractor's lease(s) and subcontract(s) entered into pursuant to this Agreement; and/or
 - d. Direct the Contractor and subcontractor staff activities at the FamilySource Center including requiring staff to attend mandatory meetings; and/or
 - e. Require the Contractor to subcontract with City-selected specialists to provide certain services; and/or
 - f. Place materials, computers, and other electronic equipment and accessories or kiosks on the premises of the FamilySource Center; and/or
 - g. Assign City staff persons or consultants to the FamilySource Center to provide direction and assistance on the operation of the program; and/or
 - h. Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or
 - i. Unilaterally reduce the contract budget, total dollar value, or services to be provided.
 - j. City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City. (Contractor has been selected primarily based on prior performance. However, prior performance for the full contracts period immediately preceding this Agreement has not been fully evaluated.)
 - k. City shall control and administer all FamilySource system-wide activities including contracting with Grantor agencies, other FamilySource Center Areas, and system collaborators and supervise training and interactions among system components.
 - l. City shall develop and implement the electronic infrastructure for the FamilySource System.
 - m. City shall identify a system of financial controls for the FamilySource System with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information Bulletins relating to said system.
 - n. City shall oversee implementation and monitoring of the FamilySource System within existing rules, regulations, and guidelines.
 - o. City shall maintain City Management Information System (MIS) database, MIS certification training, and MIS reporting.
 - p. City shall monitor and assess Customer satisfaction and facilitate implementation of related best practices. Customer satisfaction shall include, but not be limited to, the job seeker, business, contractor, subcontractor, other contracting entities, and the City.
 - q. City shall administer and control the complaint resolution process for the FamilySource Center Program.
- I. Special Conditions
- 1. If the City imposes additional requirements to this Agreement that the Contractor believes could cause an increase in the cost of, or the time required for, the performance of the services under this Agreement, the Contractor may request an equitable adjustment be made in the price or performance schedule, or both, and if the City concurs, the Agreement shall be amended in writing accordingly.
 - 2. Neither party shall be liable for damages or delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- J. Project Activities

Federal and State grants used to fund selected FamilySource Centers (FSCs) include among their objectives, the attainment of "family self-sufficiency." Toward that end, the City requires services that will enable program participants to turn their lives around by becoming self-reliant and to develop the personal skills needed to achieve increased income and academic achievement.

The population targeted by the FSC must be City residents. Additionally, their income may not exceed federal guidelines for poverty, very –low and low income for CDBG and CSBG funds.

Contractor shall assess each eligible family and individual to determine their needs and determine services that can address those needs. Each Customer shall be designated on all reports to be submitted to the City under terms of this Agreement. The Customer population shall be made up of children and adults who access the Contractor directly or access any of the full service and satellite WorkSource and YouthSource centers, and individuals who are referred by the City of Los Angeles

1. FamilySource Center Core Services

The FamilySource Program Customers may receive services either as universal access Customers or intensive-service Customers. The FamilySource Program was designed to address the multiple needs and barriers low-income Customers face. Although provision of services under a case management framework continues to be an integral anti-poverty strategy, the requirement of providing services to “universal access Customers” is in recognition of the need for emergency or short-term services for Customers that may not require or are unable to participate in case-managed activities. At minimum FamilySource Program contractors must provide information and referral, multi-benefit screening, and access to a community resource room. Customers, who are determined to be in need of comprehensive services that may extend over a period of time, will be enrolled as intensive service Customers.

Table 2: FamilySource Center Core Service Requirements

Required Goals/ Core Services	FamilySource Center
Minimum # of Customers to be served	2500 Customers (of which 100 will receive financial coaching)
Multi-benefit Screening	Required
Information & Referral	Required
Case Management/Intensive Services	Required
Pre-Employment/ Employment Support	Required
Immigration Services	Required
Child Care	Required
Parenting Classes	Required
Financial Empowerment & Asset Building (Money Management/Individual Development Account/Financial Coaching/Tax Preparation Services	Required
Adult Education (Basic Skills Remediation training, High School Diploma Preparation & ESL)	Required Leveraged Resource
Computer Literacy	Required
Tutoring & College Corner (Youth)	Required
Transition to MS and HS Workshops	Required
Mentoring (Youth)	Required
Youth Leadership	Required

Dropout Prevention and Recovery/ College Access Activities	Required
Arts and Cultural Education (Youth)	Required
Housing Services and Homeless Services (coordinated with HCID Housing Programs)	Required
Supportive Services	Required
Mental Health Counseling	Required
Legal Services	Optional
Services for Persons with Disabilities	Required

The program design should demonstrate an appropriate approach to address the specific needs and assets of low-income families and clearly lead to the two primary end outcomes for Customers enrolled in the FamilySource Program: 1) increased family income and 2) increased academic achievement.

- a. Multi-benefit Screening– Contractors shall conduct multi-benefit screening for all interested Customers. Multi-benefit screening shall be provided to help low-income families’ access public benefits for which they are eligible. Common public benefits that low-income families qualify for include tax credits, nutritional benefits such as CalFresh (foods stamps) and WIC, subsidized health insurance, low-cost auto insurance, and utilities discount programs. Contractors are required to assist customers apply for public benefits such as CalFresh, Medi-Cal, CalWorks, and others by using LA County’s Your Benefits Now, an online application that helps people access programs managed by Los Angeles County Department of Public Social Services. Other online application tools will be identified and training opportunities will be made available to FSC staff.
- b. Information and Referral – Contractors shall provide information and referral to help low-income Customers and City residents obtain information about services they may need. Information and referral may be provided through self-service activities such as access to telephone or online resources (i.e., the City of Los Angeles’ 3-1-1 service, the County of Los Angeles’ 2-1-1 services, and www.healthycity.org). FamilySource contractors shall provide public access to these online tools as part of their community resource room/computer lab. Additional information and referral services may include staff-assisted advocacy services (i.e., helping residents navigate and negotiate the institutional requirements), and targeted outreach for services that the City has or may identify as beneficial to low-income families (i.e., free child passenger safety car seats through the City’s Community-based Traffic Safety Education project).
- c. Case Management/Intensive Services –FamilySource Centers must provide intensive services for Customers designated in Table 1. In addition, Customers receiving intensive services shall also consist of youth and/or parent/guardian referred by the Los Angeles Police Department (LAPD), the City’s Gang Reduction and Youth Development (GRYD) program, and other City programs.

Intensive Services are defined as a procedure to plan, seek, coordinate and monitor services from a variety of agencies and staff on behalf of a Customer in order to assist the Customers’ transition towards self-sufficiency. With the goal of serving as many Customers as possible, the cycle time for a Customer is targeted at 12 months (starting from date of enrollment to Customer exit date).

- d. Pre-employment/Employment Support Services—to ensure that individuals and families have access to employment and established employment training, all FamilySource contractors shall work closely with the City’s WorkSource and YouthSource Centers. WorkSource and YouthSource Centers are located throughout the City of Los Angeles offering comprehensive employment services for adults, older workers, dislocated workers, people with disabilities, and youth.

At minimum, FamilySource contractors shall screen Customers to determine if they are eligible for referral to the WorkSource or YouthSource Centers. If eligible, FamilySource contractors must ensure that Customers have the appropriate qualifying documents and are referred to the WorkSource or YouthSource Centers. FamilySource Contractors will coordinate with City YouthSource contractors for placement of eligible FamilySource youth ages 14-24 in YouthSource summer or year 'round jobs program. If applicable, FamilySource contractors will participate in regular case conferencing with WorkSource or YouthSource contractors to guarantee that Customers receive the support necessary to achieve successful employment. FamilySource contractors shall be responsible for reporting on the number of Customers referred to the WorkSource or YouthSource Centers.

Included in the role of FamilySource contractors is provision of "soft" skills training that will increase the Customers' ability to obtain and/or maintain employment. "Soft" skills mean the skills, abilities and traits that pertain to personality, attitude and behavior rather than to formal or technical knowledge. Training can include topics that address punctuality and regular attendance; common courtesy and understanding other work expectations; and cooperation with co-workers, and supervisors. These activities should seek to identify and address the root causes of why participants are unemployed or underemployed, and subsequently resolve them by providing or ensuring Customers access the appropriate services. Such support should not duplicate the designated roles and responsibilities of the City's WorkSource or YouthSource Centers.

- e. Immigration Services—Contractor will subcontract with immigration service providers for legal assistance in qualifying for DACA and/or DAPA, citizenship and in preparing for Department of Motor Vehicles driver's license examinations, and obtaining low cost auto insurance.
- f. Child Care— Contractors shall offer child care services to assist low-income Customers to obtain or maintain employment or attend school. Additionally, understanding that there is limited funding to help families secure child care and development subsidies, FamilySource contractors should take steps to assist low-income Customers identify and apply for other subsidized child care services for which they are eligible. At minimum, FamilySource contractors should assist eligible Customers to register on the Los Angeles Centralized Eligibility List (LACEL). LACEL is a countywide list of low-income families who need help paying for child care development services. LACEL is used by agencies offering subsidized child care and development to enroll families from local communities into their programs.

Contractors are to arrange for child care in instances where such services are needed in order for a case managed customer to participate in FSC activities. Additionally, the contractors may arrange for the provision of early learning opportunities for pre-school children of adult customers.

Child care definition: 1) Full or half day childcare by a licensed provider, 2) Daily after-school supervision by a recognized provider, i.e. recreation center, school site or private non-profit.

- g. Parenting Classes – Contractors shall offer parenting classes that provide parents with child-raising strategies. The curriculum should be designed to help parents improve their ability to 1) communicate with their children; 2) establish and maintain appropriate structure, boundaries, and common expectations within the family; 3) reduce the incidence of physical or emotional abuse through better anger management and alternative approaches to parent-child conflict; and 4) educate parents on the value of high school and post-secondary education, the coursework and grades needed to progress through high school to qualify for post-secondary education, behavior as a contributing factor to academic success and other related information. Examples of topics to be covered include, parenting styles, setting boundaries, stages of discipline, and communication. Curriculum may also include topics that focus on improving family functioning, such as anger and stress management, conflict resolution, supportive relationships building, and responsibility sharing.
- h. Financial Empowerment and Asset Building – At minimum, contractors must offer financial education on the following topics: budgeting, use of mainstream banking, maintaining a checking account,

understanding credit, debt reduction and acquiring assets, and how to identify and avoid predatory lending practices. Services include:

- 1) Established hours and workshops that expose customers to financial concepts, terminology and money management strategies such as FDIC's Money Smart program. The City reserves the right to require FamilySource contractors to implement a standardized financial literacy program.
 - 2) Financial Coaching—Contractors shall hire a financial coach to provide or subcontract this service. This includes but is not limited to the counseling of customers on establishing a budget, opening a checking and savings account, and the establishment of savings and other asset building goals. This service should be incorporated into the Customer Service Plan and case management discussions.
 - 3) Individual Development Accounts (IDA)—through financial coaching the Contractor will encourage customers to establish IDAs through which customers will commit to saving a portion of their earnings and/or other resources for purposes of opening a business, purchasing a home, paying for tuition, opening an individual retirement account or other purpose. A percentage of the customer's savings are to be matched by the Contractor through leveraged resources.
 - 4) Income Tax Preparation Assistance shall be required to provide free income tax preparation services and participate in the Bank on LA and the Free Tax Prep LA Campaign programs.
- i. Adult Education – contractors shall provide Adult Basic Education/General Education Degree (ABE/GED) preparatory classes and English as a Second Language (ESL) classes through either the LAUSD or the Los Angeles Community College District (LACCD), with an emphasis on attaining a high school diploma. Other course offerings may be incorporated into a customer's Customer Service Plan.
 - j. Computer Literacy – Contractors shall provide basic computer instruction to enhance the client's marketable skills and ability to access resources and information. Curriculum based computer instruction may be conducted through instructor-led, staff-assisted, or self-paced activities with established hours and training modules that expose customers to: Windows, Microsoft Word and Excel, and Internet applications. Elements of financial literacy must be incorporated into the curriculum to expose customers to credit score, loan payment calculator and other related websites. Youth computer training is to focus on math and science applications.
 - k. Tutoring – Required tutoring activities include one-on-one instruction and/or homework assistance for youth participants. Tutoring activities may also include writing activities, cognitive skill activities, and reading opportunities with the goal of increasing grade level advancement. Supervised by an adult, tutoring may also include peer tutoring by appropriate older students.

Contractor will make this service available to all enrolled youth customers and provided by the college students hired by the FSC. However, the FSC may also arrange to have this service provided by other staff and volunteer tutors provided they have undergone background checks. Tutoring may be one-on-one or in a group setting.

Tutoring for middle and high school students is to be focused on algebra.

Contractors should refer all eligible students to the LAUSD Supplemental Educational Services (SES). SES is academic assistance or tutoring-type services offered before or after school, on weekends, or during off-track time by state-approved providers.

- i. College Corner—Contractor will establish a college corner within the FSC facility that is to serve as a resource for information on college and university admission requirements, college application

preparation, the cost of tuition, fees and living expenses, financial aid, SAT/ACT preparation and other related information.

- m. Transition to Middle and High School Workshops – Contractor will coordinate this effort with co-located LAUSD staff and may be incorporated into the parenting skills workshops. The objective is to facilitate the transition of elementary school youth to middle school and middle school youth to high school. These workshops are also to be curriculum-based.
- n. Mentoring – Contractors shall provide adult mentoring for youth participants. Mentoring is defined as a structured and trusting relationship that brings young people together with caring individuals who offer guidance, support and encouragement aimed at developing the competence and character of the mentee. This service is targeted to middle and high school students. The primary focus of this “near peer” counseling is to expose youth to college opportunities and to help them navigate the college application, financial aid and SAT processes. Examples of types of mentoring programs include, but are not limited to:
 - 1) Educational mentoring – aimed at improving academic performance and behavior.
 - 2) Career mentoring – focused on helping youth develop skills needed in a chosen occupational or career paths.
 - 3) Personal development mentoring – geared toward helping youth during times of personal or social stress and providing guidance for decision-making.
- o. Youth Leadership – Contractors shall provide opportunities for youth participants to develop their leadership skills. Youth councils are common vehicles for providing leadership opportunities for youth. Other examples of activities that may fall under this service category are community and service learning projects, life skills training, and training in decision-making.
- p. Dropout Prevention and Recovery/College Access Activities – The Contractor will be required to collaborate and partner with the Los Angeles Unified School District (LAUSD) to provide Dropout Prevention and Recovery services to students at-risk of dropping out of school or who have already dropped out of school. The Contractor and LAUSD will identify at-risk students by their attendance data and/or academics (See Outcomes Summary table of Exhibit G for required outcomes). The students who have dropped out will be referred to the Contractor by the LAUSD Diploma Project Personnel (Re-Entry Graduation Promotion Counselors) who specifically target these students and placed into educational supports, employment and other support services offered by the Contractor.

Additionally, the City will continue its current working relationship with the LAUSD by requiring the Contractor to attend the LAUSD trainings that help identify at-risk youth; provide the Re-Entry Graduation Promotion Counselors with WIOA Eligibility Checklist and referral forms; and continue in the annual LAUSD Student Recovery Day to outreach and re-enroll students back to school.

Contractors shall participate in the City’s Cash for College program. At minimum, contractors shall work with the City’s Cash for College program to provide counseling and guidance to low-income youth and adults about their educational aspirations and opportunities. This includes providing assistance with college and financial aid applications.

- q. Arts Education and Cultural Activities—High-quality youth arts and cultural programs (such as music, dance, theater, visual arts, crafts, photography and creative writing) that encourage creativity, develop new arts skills and foster success for middle school youth beyond the normal school day. FSC will provide arts instructions for youth after regular school hours, in the summer or on weekends. At a minimum, art programs should be curriculum based and include regularly scheduled instruction/activity.

Student learning must be measured and evaluated according to national, state or local arts education standards and instruction led by professional artist(s) or trained arts educator.

Cultural activities are those activities designed to develop the intellectual and shared beliefs, values, customs and behavior that are passed on to succeeding generations. Cultural activities may include: dance, media programs, music, literary arts, theatre, traditional/folk art, murals, and services to various artists to name a few. Transition to Middle and High School Youth Workshops – Contractor will coordinate this activity with LAUSD staff. The workshops may also be incorporated into parenting skills workshops. The objective is to facilitate the transition of elementary school youth to middle school and middle school youth to high school. These workshops are to be curriculum-based.

- r. Housing and Homeless Services – Contractor will coordinate housing and related HCID housing program services with funded contractors to make customers aware of available housing services including:
 - 1) Fair Housing Workshops—to make customers aware of rights related to discriminatory housing practices
 - 2) Rent Stabilization Workshops to make customers aware of their rights as renters in the City of Los Angeles.
 - 3) First Time Homebuyer Workshops—to make moderate income customers aware of resources available to assist with the purchase of a home in the City of Los Angeles.
 - 4) Handyworker and Healthy Homes—to make customers aware of resources available to make minor repairs to their residences.
 - 5) Homeless Services—to make customers aware of services for homeless families with the Los Angeles Homeless Services Authority (LAHSA) funded Homeless Families Solution Centers. Shelter for Victims of Domestic Violence – to coordinate to ensure that domestic violence victims and/or their families are made aware of shelter programs and all other FSC services
- s. Supportive Services - Supportive services are services or activities that are provided to meet the emergency or short-term needs of low-income Customers. FamilySource Program, supportive services to be provided by contractors include, but are not limited to, provision of food, clothing, and/or transportation. Other supportive services include assisting Customers receive emergency fuel or utility payments through the Low Income Home Energy Assistance Program (LIHEAP), or other public and private funding source.
- t. Mental Health Counseling - HCID will coordinate with the Los Angeles County Department of Mental Health (DMH) for the provision of professional counseling services for FamilySource customers. These services may be provided directly by the FamilySource Contractor and/or a subcontractor if they are licensed to provide such services.
- u. Legal Services - Contractors may provide legal assistance in the areas of child support, consumer rights (predatory lending and other related issues), landlord/tenant relations, unlawful eviction, credit correction, immigration rights, driver's license reinstatement, and expungement of criminal records that may have posed as a barrier to obtaining and/or maintaining employment. Legal assistance includes providing legal advice, the preparation of legal documents, representation in court and administrative proceedings, and/or conducting legal clinics. This service is not a core service. Contractor will have the discretion to Sub-Contract with the legal service provider if they feel the community demand warrants the service. However, every effort should be made to refer customers seeking legal services to a reputable legal service agency.

- v. Services for Persons with Disabilities – Contractor shall ensure that all the core services available at the FamilySource Center are accessible for persons with disabilities. All program facility (ies) must meet Federal Americans with Disabilities Act (ADA) standards and the Americans with Disabilities Act Amendments Act (ADAAA) Pub. L. 110-325, and all subsequent amendments. Additionally, contractors that provide services that are specifically designed to meet the special needs of persons with disabilities are encouraged.

§2 THE CONTRACTOR RESPONSIBILITIES

The Contractor shall provide social, supportive and/or advocacy services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, using funding awarded by the City by this Agreement for this purpose.

A. General Overview of Contractor Responsibilities

1. The Contractor shall implement, operate and carry out the project awarded funding by the City. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including current and future City Directives and information Bulletins, and any amendments.
2. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed applicable federal income guidelines for very low and low income (low- and moderate-income) persons, making them eligible for services.

B. Contractor Administration, Operations and Specified Program Responsibilities

Contractor's Administrative Location(s)

1. Administrative Responsibilities

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

2. Facility Requirements

a. Location

Contractor's facility designated as the site of the project funded under this Program shall be physically located within the boundaries of the City of Los Angeles. The site shall remain as designated herein unless the City approves, in writing, relocation to a new site within the specified service area. Contractor shall provide the City with sixty (60) days advance written notice of its intent to move or close the project site.

b. Accessibility

- 1) Program facilities shall be designed to accommodate Customer access, core services offered to participants, Customer choice and electronic connectivity.
- 2) All facilities shall be in compliance with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq.

c. Property or Facility Leases

- 1) All leases of property or facilities procured to house a City Program under this agreement must contain a provision which allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates Contractor's City agreement or if Contractor abandons the lease.
- 2) All leases of property or facilities procured to house a City Program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor paid for with grant funds, inures to the benefit of the City, and the City may elect, at its sole option, to remove such improvements
- 3) Facility costs shall not exceed \$100,000 and should be less to ensure that the majority of grant funds are expended on direct services to customers.
- 4) It is recommended that the Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar, Lessee may terminate the lease with one hundred twenty (120) days written notice.
- 5) A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of Grant Funds.
- 6) Contractor shall not sublease, assign, or amend in any manner leases paid for with Grant Funds without prior written City approval.
- 7) Contractor shall invoice for only that portion of the lease cost that is allocated to City programs. The Contractor is responsible for collecting any portion of the rent due to the Contractor under sublease agreements with partners or other entities.

d. FamilySource facilities shall:

- 1) Accommodate co-located collaborators and subcontractors physically, and with adequate resources to enable all work activities, pursuant to resource sharing MOU's, i.e. wiring, outlets, etc.
- 2) Be designed to facilitate programmatic and physical access to services; and
- 3) Provide electronic connectivity for the public to have access to services.
- 4) All Facilities shall have TTY-TDD line access and be in compliance with the Americans with Disabilities Act (ADA) 42 USC §§12101 et seq. the Americans With Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325 and all subsequent regulations; the California Building Standards Code (Title 24).
- 5) Signs -

The facility shall prominently display the official City of Los Angeles FamilySource Center sign in accordance with §613 of this Agreement. The provision shall not be interpreted to require the elimination from the facility of any signage identifying a contractor.

- 6) Contractor shall comply with all City, State, and Federal building codes and regulations when negotiating future lease agreements.
- e. Lease of Property or Facility
- All lease agreements shall incorporate the provisions for compliance as set forth in §605 and city directives.
- f. Contractor Owned Facility – Depreciation Use Allowance
- 1) Reimbursement for the Contractor owned facilities shall be based upon OMB circulars A-87, A-102 and A-122.
 - 2) Building Depreciation: Building depreciation includes the costs of buildings and capital improvements through allowances for depreciation or other equivalent costs. Where the depreciation method is followed, adequate property records must be maintained, and a generally accepted method of computing depreciation shall be used. The computation of depreciation or use allowance must be based on acquisition cost and exclude the cost of land. The computation will exclude the cost of any portion of the building and improvements either donated or otherwise borne directly or indirectly by the State or Federal Government. If actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used as the basis for the depreciation or use allowance, subject to City approval.
 - 3) Building Use Allowance: In lieu of depreciation, a use allowance for building and improvements may be computed at an annual rate not to exceed two percent (2%) of acquisition cost.
- g. Project Personnel
- 1) All City-funded positions are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also, the plan for replacement of personnel. The City reserves the right to require through future City directive(s), certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.
 - 2) Employment of Key Personnel

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

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

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

Deviation of the foregoing limitations shall require written City approval before becoming effective.
 - 3) Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this Agreement, payment requests.

h. Capacity Building

- 1) Contractor shall actively participate in capacity building workshops and staff development workshops provided by the City.
- 2) Contractor shall develop and implement a tool for assessing the training needs of project-related staff from its own and all other agencies involved in the operation of this Project.
- 3) Contractor shall develop with input from key project personnel, implement and coordinate a plan for staff training that incorporates, at minimum, opportunities for cross-training on strategies for sharing and integrating case management functions, program services, and the development of common procedures, forms and communication methods, and an integrated system of performance evaluation.

3. Customer Satisfaction

Contractor shall develop and maintain on file, and have available for review by authorized representatives of the City or the grantor source, a plan for implementing a system to capture and examine Customer feedback on services delivered by the Contractor and subcontractors which, at minimum, incorporates Customer advisory groups and/or surveys, and complies with any City Directives and Informational Bulletins relating to Customer satisfaction that may be issued.

4. Complaint Procedures

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

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

b) Administrative Hearing on Denial of Customer Benefits by Contractor

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

5. Program Requirements

Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:

- a. Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of Customers fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. Contractor shall provide a written policy directive to the HCID detailing its method of providing bilingual assistance to Customers.

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

Title, Name Street Address
Phone Number xxx@xxx.xx MThF 8:00 a.m. - 5:00 p.m. TW 8:00 a.m. - 8:00 p.m. 2nd Sats 9:00 a.m.-12:00 p.m
Program Facility Location: Street Address City, State, ZIP

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

- c. The contractor shall include the Child Support Referral Policy in its intake process. Each year the contractor shall inform custodial parents about the availability of child support services, refer the custodial parent to the Los Angeles County Child Support Services, and have available for all clients the California Child Support Services child support intake form and application for full child support services.
- d. Ensure that the program is fully staffed, filling all vacancies within 90 days with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;
- e. Oversee and monitor all program activities and subcontracts;
- f. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;
- g. Implement a performance-based procurement system for the selection of subcontractors.
- h. Monitoring
 - 1) Internal Monitoring

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

Contractor shall conduct two objective program and two fiscal monitoring reviews of the project activities run by its subcontractors. Monitoring activities shall be performed in month 6 and 9 of the contract period.

 - a) Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from the City.

- b) Contractor shall prepare and give a written program and fiscal monitoring reports to the Subcontractor(s). Fiscal monitoring review shall include but not be limited to site verification of time sheets, payroll registers, vendor invoices, canceled checks, and other documents deemed necessary to support claims for reimbursement, and at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s) and follow up the implementation of corrective action by conducting an independent monitoring effort. Copies of the program and fiscal monitoring reports shall be submitted to the City and/or available for review during a program site visit fiscal audit.
- c) If a fiscal review of the Subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall notify the City in writing. If a fiscal review identifies evidence of fraud and/or abuse, the Contractor shall notify the City in writing within 24 hours.
- d) Contractor shall require that each Subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain Customer feedback for continual improvement of project operations.

6. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards in assessing actual Contractor performance relative to the goals as negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein.

7. Program Income

If revenue will be generated by a program that is financed, in whole or in part, with FSC grant funds, the revenue minus costs incidental to the generation of the revenue is considered program income. Program income is the property of the City. Program income is subject to the requirements of 24 CFR 85.25, 24 CFR 570.500 et seq., §§404-406 of this Agreement.

8. City Reporting Requirements

Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.

The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process for all potential Customers not generally presumed to be "low- and moderate-income persons" to ascertain that they meet federal CDBG qualifying criteria of "poverty" for CSBG for assistance under this Program.

The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as the electronic BitFocus, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

9. Attendance at City Meetings and/or Training Sessions

The Contractor shall be required to attend all meetings and/or training sessions as identified by the City. The Contractor may be excused from attendance only by prior written consent of the City.

10. Termination of Subcontractor/Collaborator Agreements

Before a Subcontractor/Collaborator is removed from the FamilySource Center collaborative because of alleged non-performance of contractual obligation(s), the Contractor shall first submit to the city substantial

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

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

- C. Contractor shall provide allowable program services and activities to Customers, as determined necessary, appropriate, and reasonable.

OUTCOMES SUMMARY

Outcome 1: Increased Family Income/ Resources	
Indicators	Minimum # of Customers Expected to Achieve Outcome
Obtained a Job	50
Obtained a Short-Term Job	
Obtained Subsidized Employment	
Improved Employment	
Secure Self Employment	
Secure the Right-to-Work	10
Establish and Individual Development Account (IDA)	10
Opened a Savings Account or Plan (529 College/IRA)	30
Opened a Checking Account	
Obtained Free Tax Prep	200
Obtained EITC Credit	200
Obtained Child Tax Credit	
Obtained Other Tax Credit	
Obtained CalEITC	140
Reduced debt	50
Improved Credit Score	50
Obtained Child Care	5
Preserved Public/Subsidized Housing	
Obtained Legal Services	
Enrolled in Utilities Discount Program	5
Obtained Health Services / Insurance (does not include Rx Pharmacy Discount Card)	10
Obtained CalFresh (Food Stamp)	20
Obtained CalWORKS (TANF)	
Obtained WIC	
Obtained Other Public Benefit (Income Assistance)	200
Enrolled in Post-Secondary/Career Technical Education	5
Obtained Post-secondary Education Financial Aid	10
Completed Post-Secondary/Career Technical Education	
Obtained a Training Program Certificate	10
Obtained ESL Training	10
Obtained High School Diploma	10
Obtained Citizenship	10

Obtained Permanent or Temporary Residency	5
Improved transportation assistance (i.e., free bus tokens, passes)	
Purchase a Home	
Total	1040

Outcome 2: Increased Academic Achievement	
Indicators	Minimum # of Customers Expected to Achieve Outcome
Improved School Attendance	15
Improved Work Habits	15
Improved Reading Level	25
Improve Math Level	25
Enrolled in a Seasonal Structured Program	25
Enrolled in Summer School or Accredited Program	10
Obtained Student Special Educational/Specialized Services	5
Completed Advanced Placement Course	5
Completed A-G Requirements	15
Completed SAT or ACT	15
Graduated from high school	
Re-entered School System	5
Maintained School Enrollment	5
Entered-post secondary education or career technical	15
Completed College Course	5
Obtained Post-Secondary Education Financial Aid	15
Participated in Civic Engagement	25
Total	225

Emergency Supportive Services	Minimum # of Customers Expected to Receive Service
Supportive Services - Transportation	100
Supportive Services - Food Assistance	70
Supportive Services - LIHEAP	10
Supportive Services - Clothing	10
Supportive Services – Crisis Intervention	50
Total	240

Note: FSC Customers should achieve more than one indicator.

V. EXHIBIT H
INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

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

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

F. Ownership

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

G. Retained Rights/License Rights

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

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

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

H. Copyright

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

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

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

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

L. Intellectual Property Indemnity

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

M. Survival

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

W. EXHIBIT I
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

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

B. PROCUREMENT PROCEDURES

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

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

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

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

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

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

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (ii) Procure or obtain, extend or renew a contract to procure or obtain;
 - (iii) Enter into a contract (or extend or renew a contract) to procure; or
 - (iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

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

d. Awarding of Agreement/Contract

- (1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

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

e. Funding Restrictions for High-Risk Contracts

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

(e) Additional prior approvals.

f. City Code of Conduct

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

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase Contract and Method

\$10,001 to \$250,000 3 written bids received**

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

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

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

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

(i) A complete, adequate, and realistic specification or purchase description is available;

- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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

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

(d) Procurement by competitive proposals.

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

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

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

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

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

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

(g) Competition

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated companies;

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

(h) Appeal and Dispute Procedures

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

X. EXHIBIT J
CSBG AGREEMENT

Y. EXHIBIT K

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

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
By (<i>Authorized Signature</i>)		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.

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

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.

Program Title: Community Development Bureau - Program
Operations

Project: Community Development Programs
Management Information System
(CDPMIS) HOPWA/DVHT Shelter
Operations/Family Source Center Modules

Contractor: Bitfocus, Inc.

Type of Organization: For Profit

State Corporate Number:

D-U-N-S® Number: 780713710

CFDA Number: 14.241

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EXHIBIT LIST
AGREEMENT
BITFOCUS, INC.

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN

CITY OF LOS ANGELES
and
BITFOCUS, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Bitfocus, Inc., a For-Profit Nevada Corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Los Angeles Community Investment for Families Department, hereinafter called the CIFD, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

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

WHEREAS, the project that is the subject of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the CIFD budget with General Funds by the City of Los Angeles, as well as the U.S. Department of Housing and Urban Development ("HUD" or "Grantor"), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act ("HOPWA" or "HOPWA Program"), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.655 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301); and which has been approved by the Los Angeles City Council and the Mayor; and

WHEREAS, the services to be provided herein are to develop a Community Development Program Management Information System (CDPMIS) module, based on HUD recommendations, to document and track services and outcomes of persons living with HIV/AIDS receiving HOPWA services and clients served as part of the Family Source Center Program and the Domestic Violence/Human Trafficking Programs, and the Contractor has provided similar services to the Los Angeles Homeless Services Authority (LAHSA), an agency currently funded by CIFD and with which CIFD collaborates closely; and

WHEREAS, LAHSA and the CIFD programs will share data on homelessness, as allowable, to avoid duplication of services across services, help identify persons receiving HOPWA, Domestic Violence, Human Trafficking or Family Source related services in LAHSA's database and direct them to specialized services provided by CIFD contractors, and provide seamless tracking of clients and services served by LAHSA and CIFD programs; and

WHEREAS, CIFD finds that a sole-source contract with the Contractor is warranted because the CIFD/LAHSA collaboration with CDPMIS is essential to integrating CIFD programs into the City's and County's coordinated entry system, LAHSA's HMIS system is widely used

and many of CIFD's contracted agencies currently receive funding from LAHSA and use LAHSA's HMIS system developed by the Contractor, which will make it easier to adapt to a CDPMIS module created for CIFD; and

WHEREAS, pursuant to Los Angeles City Charter Section 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 XX-XXXX, approved by the City Council on , 20XX and concurred by the Mayor on , 20XX), which authorizes the General Manager of the CIFD to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 Parties to the Agreement

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.

The Contractor, (Name), having its principal office at;
Street Address
City, State, Zip

§102 Representatives of the Parties and Service of Notices

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

Name, Title
(Contractor Name)
Street Address
City, State, Zip
(Email address)

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

Abigail R. Marquez, General Manager
Community Investment for Families Department
1200 West 7th Street, 4th Floor
Los Angeles, CA 90017

With copies to:
<<City Representative Name>>, <<City Representative Title>>
Housing and Community Investment Department
1200 West 7th Street, Fourth Floor
Los Angeles, CA 90017

The representative of the Contractor shall be:

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104 Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with Section §414 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §416.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4.(b) of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement - Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance
- E. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.

- F. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §419.
- G. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §421 of this Agreement and the Slavery Disclosure Ordinance in accordance with §423.
- H. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §415 Conflict of Interest of the Agreement.

2. **Term and Services To Be Provided**

§201 Time of Performance

The term of this Agreement shall commence on <<Agreement Start Date>> to <<Agreement End Date>>. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein. The contract will be renewed for a maximum of XX months subject to Mayor and City Approval.

§202 Services to be Provided by the Contractor

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The purpose of this Agreement is to develop the CIFD Community Development Management Information System (CDPMIS) Module in coordination with the Los Angeles Community Investment for Families Department (CIFD) Family Source Center, Domestic Violence/Human Trafficking Shelter Operations and Systems staff. These Modules will create new data, tracking and reporting systems for each program. It will centralize the intake processes, case management processes, and overall monitoring and reporting of the CIFD Family Source Center, and Domestic Violence/Human Trafficking Shelter Operations Programs to conform to state and federal reporting requirements and substantially improve upon the current system. The database will support the secure sharing of collected client data with the Los Angeles Homeless Services Authority (LAHSA) in a manner which protects the confidentiality of all CIFD Program clients.

These Services and Deliverables are detailed in Exhibit G. Bitfocus, Inc. Fee Schedule and Deliverables.

A. Services

1. As-is Configuration with some customizations: Software installation, Implementation Support, security, selected program reports, and legacy data migration with automated data cleansing.
2. As-is plus I0C, commencing with Project Plan thorough roll-out (see Exhibit F).
3. Conduct User Acceptance Testing (UAT).

4. Hosting and leasing for up to XXX named users.
5. Service and Maintenance Agreement (SMA)- bug fixes and software upgrades are included for no additional cost.
6. Technical Support Plan (TSP) to include up to XX hours advanced technical assistance per year.
7. Train the trainer (admin/internal staff)
8. Onsite user trainings.
9. Access to the Clarity Human Services Help Center.

B. Deliverables

1. Initial Operation Capability (IOC)
 - a) A working integrated ASP solution consisting of the following: Central Intake, Case Management and Community Development Program Management Information System (CDPMIS) modules on an "as-is" basis.
 - b) The start-up activities cover software installation, "as-is" set-up, security, program reports, and legacy data migration. Legacy data migration includes automated data cleansing. The Contractor is not responsible for data quality or integrity. The contractor will conduct User Acceptance Testing (UAT) solution (performed by a testing team) and obtain sign-off when all the errors have been fixed and the testing team indicates acceptance of the software application (signoff).

C. Hosting Service Level Agreement

1. Disaster and Recovery Procedures
 - a) Bitfocus, Inc. shall perform data backup procedures that meet or exceed the following:
 - i) Daily Incremental - resulting in a six (6) day back-up; and
 - ii) Weekly Full- resulting in a four (4) or five (5) week back-up; and
 - iii) Monthly Full - during the term of the contract.
 - iv) Six Month - monthly full.
 - b) Bitfocus, Inc. shall maintain an off-site storage backups at a secure site.
 - c) Bitfocus, Inc. recovery procedures will be undertaken on a best efforts basis to achieve the following response times:

- i) Customer Data Loss: confirmation and recovery implementation within four (4) hours of reported data loss by customer;
 - ii) Source code corruption and/or user functionality loss: confirmation response within four (4) hours and full initiation of recovery procedures within 24 hours of reported disruption by customer; and
 - iii) Disaster: notification within four (4) hours and recovery implementation to fully re-establish operations within five (5) business days.
- d) The system shall have a 99% availability rate (2 Nines).
 - e) Additional service level of this agreement will be based on Exhibit G (attached).

D. Support

- 1. Training - Conduct training classes for system admins and delivery of train-the-trainer classes for program and system administrators.
- 2. Technical Support Plan (TSP)
 - a) The TSP allocates up to XXX hours annually (averaging ~ XX hours per month) for support requests designated by the CIFD system administrator.
- 3. Documentation - All System Implementation Guides and System Administrator Guide to be provided in electronic format.

E. Contractor Responsibilities

- 1. To be bound by all federal and state statutes, conditions, regulations, and assurances that are applicable to the activities and services to be performed under this contract or which are made applicable by the City.
- 2. To comply with the latest U.S. Department of Housing and Urban Development (HUD) HMIS Technical Standards, HUD HMIS Data Standards and any updates to these standards established in notices or other guidance, within the HUD-specified timeframe for such changes.

3. To provide to the City as requested in writing, within 60 calendar days after completion of the Contract, the necessary documentation to close out and/or substantiate all reimbursements.
4. To maintain accurate records/documentation for the project and to provide the City with copies upon written request.
5. Provide additional technical services on as-needed basis upon request of the City relative to the new HMIS CIFD Module (ie: webinar training, database maintenance, additional reports, other customization).
6. That any data entered into the system shall become the property of the City. The Contractor shall remit all such data to City as requested or upon completion of this Contract.
7. The Contractor shall collaborate with any consultant, technical advisor, or committee designated by the City to support the implementation of the items specified in the Statement of Work.
8. The contractor agrees to participate in project management meetings. However, unless otherwise agreed to in writing, all meetings and trainings will be conducted remotely.
9. The Contractor shall submit monthly status reports to City detailing the progress made in completing the projects specific services identified in the Statement of Work. Said reports shall be submitted by the seventh (7th) calendar day following the month in which the services were provided.
10. In the event of a potential problem that will impact the quality or quantity of work, or Contractor's level of performance under this Agreement, Contractor will notify City within one (1) business day, in writing and by telephone.
11. The Contractor shall notify the City when a Project Lead will be unavailable or out of the office for two weeks or more. Further, contractor shall ensure that its primary contact responds to the City inquiries within two (2) business days.
12. The Contractor's responsibilities set forth in this Section are not inclusive of all Contractor responsibilities under this Agreement. Additional responsibilities and detail regarding responsibilities is set forth throughout this Agreement and within Exhibits F (Fee Schedule and Deliverables) and G (Licensing Subscription/Hosting and Service Maintenance Terms).

F. City Responsibilities

1. The City will provide staff in a timely manner to advise and work with Contractor staff in providing information and data on business processes, rules and procedures relative to the customized Community Development Programs Management Information System (CDPMIS) Enterprise solution.
2. The City will participate in technical training and project management consultation meetings via telephone, conference calls, email transmissions, webX, or other means of electronic conferencing.

3. Payment

§301 Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed XXX Hundred XXX Thousand XXX Dollars (\$XXX,XXX.00) according to Exhibit G, Fee Schedule, based on project deliverables or portions thereof as identified in Section 202. The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to CIFD. Each monthly invoice shall a) be submitted on the Contractor's letterhead, b) include the name, hours and rate of pay for all personnel to be paid, c) include evidence of the completed project, d) include supporting documentation for all approved purchases of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by

an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

- F. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- G. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- H. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. Standard Provisions

§401 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

§402 Applicable Law, Interpretation and Enforcement

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.
- B. 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.
- C. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether Mitten or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405 Breach

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

§406 Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the Mitten permission of the City: Assign or otherwise alienate any of its rights hereunder, including the right to payment; or Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407 Permits

The Contractor and its officers, agents, employees, and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of

California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code section 10.8.3., in which event, said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§409 Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor

hereunder will ensure that, in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

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

authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.

- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§410 Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement 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 matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§411 Los Angeles City Business Tax Registration Certificate

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§412 Bonds

All bonds that may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code § 11.47 through 11.56.

§413 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/Consultant undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's/Consultant'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor/Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of Section §413 shall survive expiration or termination of this Contract.

§414 Insurance

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles -Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 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; 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 of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, ***Required Insurance and Minimum Limits*** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **Track4LA™** 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 **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance

requirements can be found at:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf

B. Modification of Coverage

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

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer/Risk Management prior to the inception of any operations or tenancy by Contractor/Consultant. 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/Consultant's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
2. Within the foregoing constraints, Contractor's/Consultant's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor/Consultant.

D. Workers' Compensation

1. By signing this Agreement, Contractor/Consultant hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§415 Conflict of Interest

A. No City-funded Employees as Board Members

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

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in CIFI Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or 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_____ if such person were a public officer, because such

person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§416 Compliance with State and Federal Statutes and Regulations

- A. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

- 1. Statutes and Regulations Applicable To All Grant Contracts

- a. Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- (1) Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative

Agreements with State and Local Governments); O:MB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.)

(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.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

(4) Political and Sectarian Activity Prohibited

- (a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to

further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

- (b) If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.
- (c) Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls,

records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

- (b) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement

(6) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(7) Subcontracts and Procurement

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

Agreement and their respective Subcontractor Agreement.

(8) Labor

- (a) Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.FR. 900, Subpart F).
- (b) Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction 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 Sec. 16645 *et seq.*)
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by

person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination *in* the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs.

These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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

(11) Environmental

- (a) Contractor shall comply, 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 Section 176(c) of the Clean Air Act of

1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of The Clean Water Act (38 U.S.C. 1368).

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

(12) Preservation.

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

(13) Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(14) Drug-Free Workplace

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

(15) Animal Welfare

- (a) Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7USC §§2131 *et seq.*)
- (b) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC 8251 *et Seq.*) or subtitle A of title I of the

Energy Policy Act of 2005(including the amendments made thereby), nor shall grant funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

(16) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

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

(b) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(18) American-Made Equipment Products

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

(19) Contractor shall administer this Agreement in accordance with OMB requirements contained in the following

Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

B. Statutes and Regulations Applicable To This Particular Grant

1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - a. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*
 - b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

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

1. Equal Access to HUD-Assisted or Insured Housing

(a) Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall 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.

D. Traveling Expenses

Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from CIFD.

§417 Federal, State and Local Taxes

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

§418 Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Intellectual Property Provisions for California Sub-Grants - IF APPLICABLE

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

C. Copyright Policy

1. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, and Contractor shall each have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 29 CFR 97.34

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(£)(2) instead of unlimited rights. (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Bitfocus shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.
3. City's information, or any derivatives thereof, contained in any Contractor repository (the "City Data," which shall also be known and treated by Bitfocus as "Confidential Information") shall be and remain the sole and exclusive property of City. City shall be entitled to an export of City Data, upon the request of City and upon termination of this Agreement or a Service Agreement. Contractor is provided a license to City Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display City Data only to the extent necessary in the provisioning of the Services.

E. Ownership

1. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
2. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

3. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition; under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its pre-existing Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
4. Contractor agrees to cooperate with Grantor and State in establishing or maintaining respective rights in the Intellectual Property, and in assuring Grantor's and State's sole rights against third parties with respect to the Intellectual Property as required by any federal regulations governing this agreement. If Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly or indirectly from this Contract or any subcontract.
5. The requirement for Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

F. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City/State without additional compensation, a non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, to the extent it is incorporated in the Intellectual Property resulting from this Agreement.

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

G. Third-Party Intellectual Property

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

H. Warranties

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

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

I. Intellectual Property Indemnity

- 1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private

performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.

2. Should any Intellectual Property licensed by Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

J. Survival

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

§419 Living Wage Ordinance and Service Contractor Worker Retention Ordinance

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

§10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
 2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
 3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
 5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of §10.36.3(c) and §10.37.S(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.

- C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

§420 Earned Income Tax Credit

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

§421 Equal Benefits Ordinance

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

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

- C. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

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

§422 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§423 Slavery Disclosure Ordinance

This contract may be subject to the Slavery Disclosure Ordinance as codified in the Los Angeles Administrative Code §10.41 *et seq.* in the future. If so, Contractor will be notified of the applicability by the City.

§424 Restriction on Disclosures

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

§425 Child Support Assignment Orders

- A. This Contract is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; 2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.
- B. Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing

the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

§426 Contractor's Personnel

Contractor shall only assign personnel to this job who are qualified for this assignment by experience and/or education to perform the tasks under this Agreement. In the event anyone is replaced or terminated, Contractor shall notify the City in writing, within five (5) days after termination, and provide information regarding the replacement employees' work and educational experience and qualifications.

§427 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.

- 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 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.

§428 First Source Hiring Ordinance

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

- A. Contractor shall, prior to the execution of the contract, provide to the Bureau of Contract Administration, a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.

- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Investment for Families Department (CIFD), which will refer individuals for interview; (2) interview qualified individuals referred by CIFD; and (3) prior to filing any employment opportunity, the Contractor shall inform the Bureau of Contract Administration of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the Bureau of Contract Administration, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Bureau of Contract Administration has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Bureau of Contract Administration determines that the Contractor has violated provisions of the FSHO.

§429 Compliance With Los Angeles City Charter Section 470(C)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

§430 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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.

§431. Fair Chance Initiative For Hiring Ordinance

Unless otherwise exempt under Federal or State law, City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at Department of Public Works, Bureau of Contract Administration at <http://bca.lacity.org/>.

§432 Conflicts Between Agreement and Bitfocus Exhibits

Any conflicts between the terms and conditions of this Agreement and the language in Exhibits F and G are to be resolved by applying the language of the Agreement.

5. Defaults, Suspension, Termination, And Amendments

§501 Defaults

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

- a. Reduce the total budget;
- b. Make any changes in the general scope of this Agreement;
- c. Suspend project operations in accordance with §502 of this Agreement; or
- d. Terminate the Agreement.

§502 Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503 Termination

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

- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504 Notices of Suspension or Termination

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

§505 Amendments

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

§506 Waivers

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

6. ENTIRE AGREEMENT

§601 Complete Agreement

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

§602 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 Forty-Seven (47) pages, and Eight (8) Exhibits, which constitute the entire understanding and agreement of the parties.

7. SIGNATURE PAGE

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

APPROVED AS TO FORM:

Executed this _____ day of _____, 202X

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Assistant/Deputy City Attorney

ABIGAIL R. MARQUEZ
General Manager
Community Investment for Families Department

Date _____

ATTEST:

By: _____

HOLLY L. WOLCOTT, City Clerk

LYNDON O. SALVADOR
Assistant General Manager
Community Investment for Families Department

By: _____

Date: _____

Executed this _____ day of _____, 202X

For:

(Contractor's Corporate Seal)

By: _____
(First Signatory Full Name)
(First Signatory Title)

By: _____
(Second Signatory Full Name)
(Second Signatory Title)

City Tax Registration Certificate Number: XXXXXXXXXXXXXXXXXX
Internal Revenue Service ID Number: XXXXXXXXXXXXXXXXXX
Council File Number: XX-XXXXX; Date of Approval: XX/XX/20XX; XX/XX/20XX
Said Agreement is Number _____ of City Contracts

EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS

EXHIBIT B

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

Name: (NAME)

Date: XX/XX/2023

Agreement/Reference: _____ (Project Title) _____

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

Limits

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

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

General Liability \$ 1,000,000

Products/Completed Operations Sexual Misconduct \$1,000,000
 Fire Legal Liability _____

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

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
 Builder's Risk Flood
 Earthquake

Pollution Liability \$ _____

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

-
- Other:** 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
- 2) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

EXHIBIT B
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

GENERAL INFORMATION

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

(Rev. 05/18)

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

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

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

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

Rev. 09/17

AGREEMENT NUMBER:

(NAME)

CONTRACTOR/BORROWER/AGENCY

XXXXXXXXXXXXXXXXXX

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER _____

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Exhibit D (cont.)

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

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

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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 _____

(NAME)
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XXXXXXXXXXXXXXXXXX
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SIGNATURE

DATE

EXHIBIT G

FEE SCHEDULE AND DELIVERABLES

EXHIBIT H

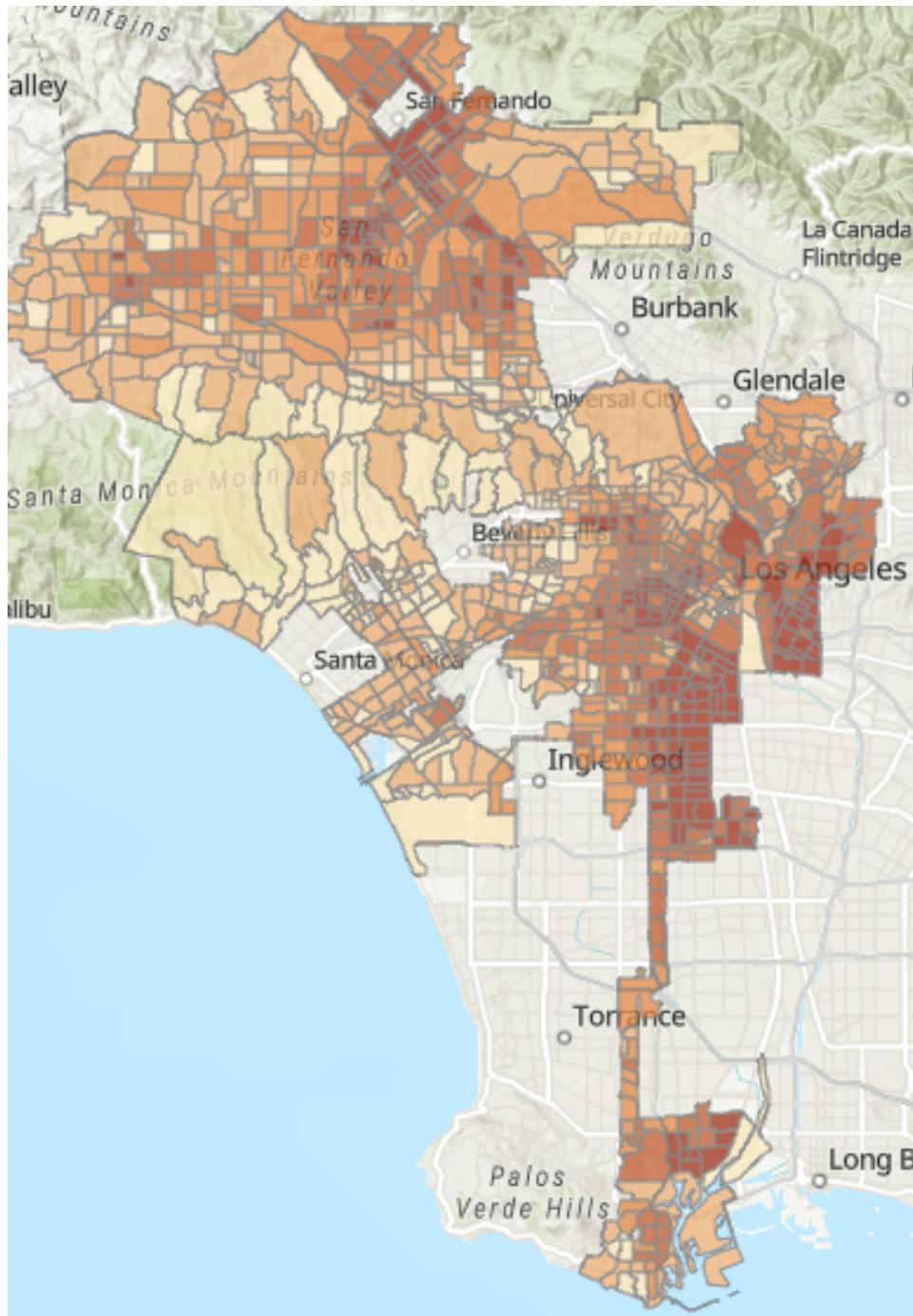
LICENSING SUBSCRIPTION/HOSTING AND SERVICES MAINTENANCE TERMS

Maps Illustrating Highest Need Areas

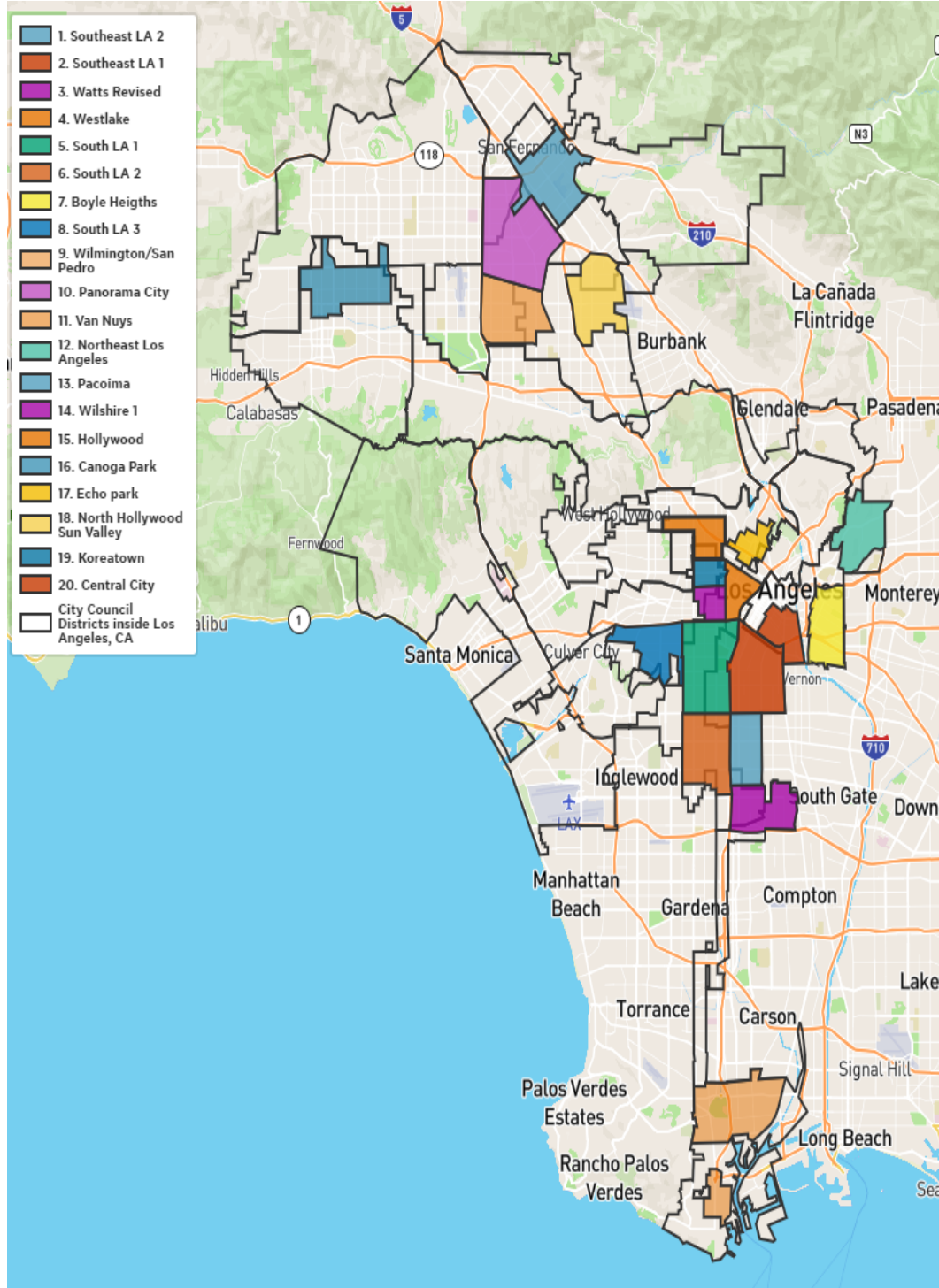
Los Angeles Community Planning Areas, Shaded by Highest Need

Map 1: CPA Highest Need Areas

Los Angeles Community Planning Areas, Shaded by Highest Need



Map 2: FY 2023-24 FSC Service Area



Map 3: L.A. Equity Index

