

Revised

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: October 29, 2014 (Revised)

FROM (DEPARTMENT): AGING

CONTACT PERSON: Lydee Su PHONE: (213) 202-5644

CONTRACT NO.: C-119232

COUNCIL FILE NO.: 14-1161

ADOPTED BY COUNCIL: 8/29/2014

APPROVED BY BPW: DATE 9/08/2014
DATE

☐ NEW CONTRACT
☒ AMENDMENT NO. 4
☐ ADDENDUM NO.
☐ SUPPLEMENTAL NO.
☐ CHANGE ORDER NO.

CONTRACTOR NAME: Pacific Region OASIS

TERM OF CONTRACT: July 1, 2011 THROUGH: June 30, 2014

TOTAL AMOUNT: \$294,338

PURPOSE OF CONTRACT:

The OASIS Project

FOURTH AMENDMENT - REVISED
TO AGREEMENT NUMBER C-119232 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE PACIFIC REGION OASIS, RELATING TO
THE OASIS PROJECT

THIS FOURTH AMENDMENT to Agreement Number C-119232 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles ("City") and The Pacific Region OASIS ("Contractor"), a California nonprofit corporation.

RECITALS

WHEREAS, the City and Contractor have entered into an Agreement wherein Contractor shall provide certain services. Said Agreement was effective July 1, 2011, which together with all amendment(s) thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 619 of the Agreement provides for amendments;

WHEREAS, this Revised Fourth Amendment is provided for the purpose of correcting the compensation section to reflect the correct dollar amounts;

WHEREAS, the Agreement contemplates that modifications and closeout activities may be required after the time set forth in Section 501 of the Agreement; and

WHEREAS, the City and Contractor are desirous of amending the Agreement as authorized by (refer to Council File Number **14-1161** dated September 8, 2014), which authorizes the General Manager of the LADOA, to prepare and execute an amendment to the Agreement for the purpose of:

- (a) amend additional service to the Agreement;
- (b) add additional funds totaling in the amount of Four Thousand Four Hundred Twenty-Eight Dollars (\$4,428) for a new total of Two Hundred Ninety-Four Thousand Three Hundred Thirty-Eight Dollars (\$294,338);
- (c) update standard contract language;
- (d) add Appendix A – Standard Provisions for City Contracts (Rev. 4/9/14);
- (e) amend Exhibit I;
- (f) add Exhibit IV Certification Regarding Drug Free Workplace Act Requirements;
- (g) add Exhibit XIV List of Multi-Purpose Centers;
- (h) add Exhibit XV Subcontract and Procurement Procedures;
- (i) add Exhibit XVI Management Representation Statement;
- (j) add Exhibit XVII Inventions, Patents, and Copyrights;

(k) add Exhibit XVIII Contractor Requirement Mandated Reporting of Elder Abuse; and

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

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended effective July 1, 2013 as follows:

AMENDMENT

1. Amend §203, Scope of Work and Contractor Responsibility:

- (a) Section D. OASIS Services – amend performance tables to reflect revised units of service:

July 1, 2012 – June 30, 2013

1. CITYWIDE AGING SERVICE AREA

SERVICE CATEGORY	SERVICE UNITS ARE MEASURED BY	UNITS OF SERVICE
TITLE III-B		
a. Information & Assistance	(One on One Contact)	36,761
b. Senior Center Activities	(Hours)	42,005
c. Health/Exercise	(Hours)	26,886
TOTALS		105,652

July 1, 2013 – September 30, 2013

1. CITYWIDE AGING SERVICE AREA

SERVICE CATEGORY	SERVICE UNITS ARE MEASURED BY	UNITS OF SERVICE
TITLE III-B		
a. Information & Assistance	(One on One Contact)	33,856
b. Senior Center Activities	(Hours)	19,624
c. Health/Exercise	(Hours)	15,289
TOTALS		68,769

October 1, 2013 – June 30, 2014

1. CITYWIDE AGING SERVICE AREA

SERVICE CATEGORY	SERVICE UNITS ARE MEASURED BY	UNITS OF SERVICE
TITLE III-B		
a. Information & Assistance	(One on One Contact)	9,872
b. Activity Scheduling	(Hours)	5,662
c. Health/Exercise	(Hours)	3,572
TOTALS		19,106

2. Amend §301A Compensation, of the Fourth Amendment by deleting it in its entirety and replacing it with the following:

Amend §301A Compensation, by deleting the current total dollar amount of Three Hundred Thousand One Hundred Four Dollars (\$300,104) and replacing with a new total dollar amount of Two Hundred Ninety-Four Thousand Three Hundred Thirty-Eight Dollars (\$294,338).

This amendment decreases the total contract by Five Thousand Seven Hundred Sixty-Six Dollars (\$5,766) from Three Hundred Thousand One Hundred Four Dollars (\$300,104) to Two Hundred Ninety-Four Thousand Three Hundred Thirty Eight Dollars (\$294,338), by reducing Ten Thousand One Hundred Ninety Four Dollars (\$10,194) in One-Time-Only OAA Funds for the period from July 1, 2012 to June 30, 2013, and increasing by Four Thousand Four Hundred Twenty Eight Dollars (\$4,428) in One-Time-Only OAA Funds for the period from October 1, 2013 to June 30, 2014.

- (a) Amend the FY 2012-2013 portion of the senior services contracts, pertaining to the period July 1, 2012 through June 30, 2013, to reflect final closeout amounts by reducing Ten Thousand One Hundred Ninety-Four Dollars (\$10,194) in One-Time-Only OAA Funds from Twelve Thousand Three Hundred Ninety-Seven Dollars (\$12,397) to Two Thousand Two Hundred Three Dollars (\$2,203), as follows:

Citywide July 1, 2012 Through June 30, 2013	FY 2012-13 GRANT FUNDS	FY 2012-13 ONE-TIME-ONLY FUNDS	TOTAL FY 2012-13 FUNDING
OAA Title III-B	\$93,251	\$2,203	\$95,454
TOTAL FUNDS	\$93,251	\$2,203	\$95,454

* "ONE-TIME-ONLY FUNDS" Column is inclusive of "OTO" and funding identified in the budget.

- (b) Amend the FY 2013-2014 portion of the senior services contracts, pertaining to the period July 1, 2013 through September 30, 2013, to reflect final closeout amounts, as follows:

Citywide July 1, 2013 Through September 30, 2013	3-MONTH FY 2013-14 GRANT FUNDS	3-MONTH TOTAL FY 2013-14 FUNDING
OAA Title III-B	\$23,863	\$23,863
TOTAL FUNDS	\$23,863	\$23,863

- (c) Amend the FY 2013-2014 portion of the senior services contracts, pertaining to the period October 1, 2013 through June 30, 2014, by adding Four Thousand Four Hundred Twenty-Eight Dollars (\$4,428) One-Time-Only OAA Funds to reflect increases in OAA Fund from Seventy Thousand Four Hundred Eight-Three Dollars (\$70,483) to Seventy-Four Thousand Nine Hundred Eleven Dollars (\$74,911), as follows:

Citywide October 1, 2013 Through June 30, 2014	9-MONTH FY 2013-14 GRANT FUNDS	9-MONTH FY 2013-14 ONE-TIME-ONLY FUNDS	9-MONTH TOTAL FY 2013-14 FUNDING
OAA Title III-B	\$70,483	\$4,428	\$74,911
TOTAL FUNDS	\$70,483	\$4,428	\$74,911

- (d) Amend the FY 2013-2014 portion of the senior services contracts, pertaining to the period July 1, 2013 through June 30, 2014, as follows:

Citywide July 1, 2013 Through June 30, 2014	12-MONTH FY 2013-14 CITY GENERAL FUNDS	12-MONTH TOTAL FY 2013-14 FUNDING
OAA Title III-B	\$1,108	\$1,108
TOTAL FUNDS	\$1,108	\$1,108

3. Amend §501 Reporting Requirements by deleting in its entirety and replacing with the following:

§501 REPORTING REQUIREMENTS

- A. General Reporting: The 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. The Contractor shall use the Client Tracking System (CTS) for all services provided in this contract.
- B. Program Reporting: The Contractor shall submit to the City the following program reports as identified below. The Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
1. Monthly Fiscal Report and Closeout Report
 - a. Expenditure Report -- Due on or before the 5th 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. Management Information ("MIS") -- Due on or before the 5th day of each month, the Contractor shall submit the Units of service Report to the City, which reflects units services provided as of the previous month on forms provided by the City.
 2. Closeout Report
 - a. Within 30 days following the termination of this Agreement, the 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 closeout. 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 the 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 the Contractor's final allowable expenditures. The City will not reimburse the Contractor for expenditures reported after the 30 day closeout date following the termination of this Agreement. The City shall provide to the Contractor the City closeout forms at least 30 days before termination of the Agreement.

4. Amend §502 Maintenance of Records by deleting in its entirety and replacing with the following:

§502 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, the 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.

5. Amend §503 Audits and Inspections by deleting in its entirety and replacing with the following:

§503 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Assistant Secretary, the U.S. Comptroller General, Auditor General of the State, the Grantor, 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 Assistant Secretary, 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 Assistant Secretary, the DOL, the Comptroller General of the United States, the State, the Grantor, City 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. The 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 \$500,000, 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 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. The 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. The Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of the Contractor's fiscal year, shall submit a copy of the report to the LADOA's Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$500,000, the 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 the Contractor is operating on a for-profit basis, the 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 the 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 the LADOA, and/or.
 - 2. Suspend payments due to the 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. Director of the Office of Civil Rights, U.S. Comptroller General, Auditor General of the State, Grantor, and the City 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 the 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 the 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 the 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.
- O. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of finding and questioned costs.
 5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- P. Requirements identified in Section O above shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- Q. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- R. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- S. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

6. Amend §505 Accounting Practices by deleting in its entirety and replacing with the following:

§505 ACCOUNTING PRACTICES

A. The 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, unobligated 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. The Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

7. Amend §506 Documentation of Expenditures by deleting in its entirety and replacing with the following:

§506 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. The Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at the Contractor's office.

8. Amend §603 Employment of Personnel by deleting in its entirety and replacing with the following:

§603 CONTRACTOR'S STAFF

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
 2. This staff shall be available to the Department for training and meetings which the Department may find necessary from time to time.
9. Amend §605 Property by deleting in its entirety and replacing with the following:

§605 PROPERTY

- A. Unless otherwise provided for in this section, property refers to all assets, used in operation of this agreement.
1. Property includes land, buildings, improvement, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year;
 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);
 3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of the asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable right to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. Disposal of Property
1. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cellular or smart phones, multi-function printers, and laptops.
- F. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

- G. The Department reserves title to all grant-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 - H. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
 - I. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Department. The Department reserves the right to require the Contractor to transfer such property to another entity, or to the Department.
 - J. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the Department will issue specific written disposition instructions to the Contractor.
 - K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the Department for other purposes in this order:
 - 1. Another Department program providing the same or similar service
 - 2. Another Department-funded program
 - L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
 - M. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
 - N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
 - O. The Contractor shall include the provisions contained in this Section in all its subcontracts awarded under this Agreement.
10. Amend §606 Site Selection and Lease by changing heading to "Site Selection"
11. Amend §607 Purchase or Lease of Equipment by deleting in its entirety and replacing with the following:

§607 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

The 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. The 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 the 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. The 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 the 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 the 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.

The 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. The Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
4. The 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 the Contractor under sublease agreements with partners or other entities.

12. Amend §608 Subcontracts by deleting in its entirety and replacing with the following:

§608 SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and Federal laws.
- B. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- C. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- D. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- E. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- F. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- G. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with the following:

"The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance excluding professional liability shall also name the Contractor, not the LADOA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors."

- H. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.
- I. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- J. Prior to awarding the subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
 - 1. The RFP or IFB.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- K. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the Department for training and meetings which the State may find necessary from time to time.
 - L. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
 - M. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.
13. Amend §619 Amendment(s) to this Agreement by deleting in its entirety and replacing with the following:

§619 AMENDMENTS, REVISIONS, OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved by the city. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The Department reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

14. Amend §620 Restriction on Disclosures by deleting in its entirety and replacing with the following:

§620 RESTRICTION ON DISCLOSURES

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

15. Amend §624 Copyrights and Rights in Data by deleting in its entirety and replacing with the following:

§624 COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
- 2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State and federal awarding department reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author. At any time during the contract period, the Contractor shall deliver to the Department upon request, any materials, systems or other items developed, refined, or enhanced under the grant award.
- 3. Materials published or transferred by the Contractor, funded solely or in part by funds from this Agreement shall include the express acknowledgement: "This publication has been created or produced by a project funded by a contract with the California Department of Aging with financial assistance, in whole or in part, through a grant from the Administration for Community Living and the Centers for Medicare & Medicaid Services. Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U.S. Department of Health and Human Services or the Department of Aging and the contractor should not assume endorsement by the Federal or State Government." All SHIP contractors and subcontractors are expected to use the SHIP Logo and Tagline on all SHIP publications.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis
3. Subject only to the provisions of this Section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

16. Amend §627 Lobbying Prohibited by deleting in its entirety and replacing with the following:

§627 LOBBYING CERTIFICATION

The Contractor, by signing this Agreement, hereby 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 Contractor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any deferral 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 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 "Disclosure of Lobbying Activities" (Standard Form-LLL).

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients 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.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. 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.

17. Amend §630 Press Releases by deleting in its entirety and replacing with the following:

§630 PRESS RELEASES--PUBLIC INFORMATION

The Contractor shall make specific reference to the City as the sponsoring agency and that the 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. The Contractor shall make specific reference to the LADOA as the sponsoring agency of the program regarding any items that are related to the program funded hereby. The Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

18. Amend §636 Prohibition of Legal Proceedings by deleting in its entirety and replacing with the following:

§636 PROHIBITION OF LEGAL PROCEEDINGS

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

19. Add §641 Customer/Applicant Files Check:

§641 CUSTOMER/APPLICANT FILES CHECK

The 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) assessment documents, 3) progress reports, 4) counseling documents, 5) supportive services information, and 6) documentation of supportive services received.

20. Add §642 Equipment Records:

§642 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. All equipment obtained under this Agreement shall have a CDA tag number or other tag identifying it as CDA property. The CDA tag number, when practical, shall be affixed where it is readily visible.
- C. A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

21. Add §643 Confidentiality of Information:

§643 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and the 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 the 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 the Contractor enters into an agreement with a third party to provide services, the City or the 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.

22. Add §644 Security Clearance and Tuberculosis Test of Staff and Volunteers:

§644 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

23. Add §645 Management Information System Records and Reports:

§645 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

- A. The Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as the electronic Integrated Services Information System prescribed by the City for this purpose.
- B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate the 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.

24. Add §646 Notice to City of Labor Disputes:

§646 NOTICE TO CITY OF LABOR DISPUTES

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

25. Add §647 Listing of Contractor's Employment Opportunities with the Employment Development Department:

§647 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH THE EMPLOYMENT DEVELOPMENT DEPARTMENT

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

26. Add §648 Technical Assistance:

§648 TECHNICAL ASSISTANCE

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

27. Add §649 Notice to Eligible Beneficiaries of Contracted Services:

§649 NOTICE TO ELIGIBLE BENEFICIARIES OF CONTRACTED SERVICES

- A. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed.
(22 CCR §98325)
- B. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding provisions of GC §11135 et seq.
(22 CCR §98326)
- C. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or Federal law.
(22 CCR §98211, 98310, 98340)

28. Add §650 Faith-based Activities:

§650 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. The 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 the 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.

29. Add §651 Child Abuse:

§651 CHILD ABUSE

The 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.

30. Add §652 Corporate Status:

§652 CORPORATE STATUS

- 1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- 2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- 3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is

restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

31. Add §653 Information Integrity and Security:

§653 INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State Information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- 1) Information collected and/or accessed in the administration of the State programs and services
- 2) Information stored in any media form, paper or electronic

B. Encryption of Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than LADOA without prior written

authorization from LADOA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to LADOA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute LADOA's Security Awareness Training program with its own Security Training provided such training met or exceeds LADOA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to LADOA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

K. Provisions of this Section

The provisions contained in this Section shall be included in all contracts of both the Contractor and its subcontractors.

32. Add §654 Assurances:

§654 ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer the Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manual related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC, Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. Of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323, Chapter 182, Statutes of 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such a conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

E. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the State shall the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

F. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

- a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
 3. When funding is provided for construction and non-construction activities, the Contractor or subcontractors must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

G. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
5. Public Contract Code Section 10295.3

H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor.
 - 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department
 - 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

I. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
- 2. These documents, including minute orders, must also identify the action taken.
- 3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

J. DUNS Number and Related Information

- 1. The DUNS Number must be provided to Department prior to the execution of this Agreement.
- 2. The Contractor must have complied with the federal requirement to keep DUNS Number and related updates on the website at <http://fedgov.dnb/webform>.
- 3. The Contractor shall review all DUNS information annually to ensure it is up to date.
- 4. If the Department cannot access the Contractor's DUNS information related to this federal subaward of the Federal Funding Accountability and Transparency Act Subaward Reporting System due to errors in the Contractor's data entry for their DUNS number, the Contractor must immediately update the information as required.

- K. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

33. Add §655 Standards of Work:

§655 STANDARDS OF WORK

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

34. Add §656 Reporting Terms:

§656 REPORTING TERMS

LADOA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

35. Add §657 Confidential Client Information:

§657 CONFIDENTIAL CLIENT INFORMATION

The Contractor shall ensure that all records containing confidential client information shall be handled in a confidential manner and in accordance with the requirements for monitoring, audits, and confidentiality.

After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

The Contractor shall cooperate with the State in monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

36. Add §658 Commencement of Work:

§658 COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a more volunteer and may not be reimbursed or compensated.

37. Add §659 Access:

§659 ACCESS

The Contractor shall provide access to the federal or State agency, the California State Auditor, the Controller General of the United States, the City or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

38. Add §660 Monitoring and Evaluation:

§660 MONITORING AND EVALUATION

- A. Authorized Department representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the Department in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

39. Add §661 Bilingual and Linguistic Program Services:

§661 BILINGUAL AND LINGUISTIC PROGRAM SERVICES

Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 USC §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 persons with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

40. Add §662 Records:

§662 RECORDS

- A. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the Department and so stated in writing to the Contractor.
- B. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Department under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- C. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

41. Add §663 Dissolution of Entry:

§663 DISSOLUTION OF ENTRY

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

42. Add §664 Trafficking Victims Protection Act of 2000:

§664 TRAFFICKING VICTIMS PROTECTION ACT OF 2000

1. This Agreement is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
2. Subrecipients under this award, and subrecipients' employees shall not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
3. Violation of this Act by the contractor and subcontractor may result in termination of this award.

43. Add §665 Continuity of Service and Transition Plan:

§665 CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in Contractor or subcontractors during the term of this Contract, the Contractor shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period.

B. Transition Plan

The Contractor shall submit a transition plan to the Department for approval within 15 days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor or subcontractor. The transition plan must be approved by the Department prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new contractor or subcontractor.
2. A description of how names, addresses, and telephone numbers or current clients will be handled and transferred to the new contractor or subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRC's (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of contractor or subcontractor and the continuation of services.

6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
 7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract.
 8. A plan that specifies a timeline for the transition.
 9. A plan to conduct a property inventory and transfer, or return to the Department, all equipment purchased with this Contract funds as directed by the Department.
 10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.
- C. The Contractor shall implement the transition plan as approved by the Department.
- D. The Department will monitor the Contractor's progress in carrying out all elements of the transition plan.
44. Amend Exhibit I Delete Appendix A in its entirety and add Appendix A – Standard Provisions for City Contracts (Rev. 4/9/14).
 45. Amend Exhibit I
 46. Delete Exhibit IV Certification of Drug-Free Workplace and Non-Delinquency in its entirety and add Exhibit IV Certification Regarding Drug Free Workplace Act Requirements
 47. add Exhibit XIV List of Multi-Purpose Centers
 48. add Exhibit XV Subcontract and Procurement Procedures
 49. add Exhibit XVI Management Representation Statement
 50. add Exhibit XVII Inventions, Patents, and Copyrights
 51. add Exhibit XVIII Contractor Requirement Mandated Reporting of Elder Abuse
 52. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
 53. This Agreement is executed in three (3) duplicate originals, each of which are deemed to be an original. This Agreement includes thirty-two (32) pages, which constitutes the entire understanding and agreement of the parties.

APPENDIX A

STANDARD PROVISIONS FOR CITY CONTRACTS

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APPENDIX A

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC – 2. NUMBER OF ORIGINALS

The number of original texts of this contract shall be equal to the number of the parties hereto, one text being retained by each party. At the City's option, one or more additional original texts of this Contract may also be retained by the City.

PSC – 3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including, but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

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

If any part, term or provision of this contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

PSC – 4. TIME OF EFFECTIVENESS

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

- A. This contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor hereto;
- B. This contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this contract as to form; and

- D. This contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this contract and has been attested to by the City Clerk.

PSC – 5. INTEGRATED CONTRACT

This contract contains the full and complete agreement between the parties, 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 written or oral, relating thereto. No verbal agreement nor conversation with any representative of either party shall affect or modify any of the terms and conditions of the contract.

PSC – 6. AMENDMENT

Any change to the terms of the contract, including changes in the scope of work to be performed and any increase or decrease in the amount of compensation, which are agreed to by the parties shall be incorporated into the contract by a written amendment properly executed by the authorized representatives of the parties and effective pursuant to the provisions of PSC-4. No verbal agreement with any officer or employee shall affect or modify any of the terms or conditions of the contract.

PSC – 7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is 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 include, but are not 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; earthquakes; 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.

PSC – 8. BREACH

Except for excusable delays as described in PSC-7, 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.

PSC – 9. WAIVER

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

PSC – 10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The City may terminate this contract for the City's convenience at any time by giving Contractor thirty days written notice thereof. Upon receipt of said 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. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this contract. All finished and unfinished documents and materials procured for or produced under this Contract, 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.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if Contractor fails to perform any of the provisions of this contract or so fails to make progress as to endanger timely performance of this contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract due to Contractor's breach of this contract
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
3. If Contractor engages in any dishonest conduct related to the performance or administration of this contract or violates the City's lobbying policies, then the City may immediately terminate this contract.
4. In the event the City terminates this contract 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.
5. All finished or unfinished documents and materials produced or procured under this contract, including all intellectual property rights thereto, shall become City property upon 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.
6. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this contract, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

PSC – 11. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of Contractor has been, is, or shall be an employee of the City by virtue of the contract, and Contractor shall so inform each employee organization and each employee who is hired or retained under the contract. 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.

PSC – 12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this contract. Contractor agrees to remove personnel from performing work under this contract if requested to do so by the City.

Contractor shall not use subcontractors to assist in performance of this contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this contract. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

PSC – 13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

Contractor shall not, unless it has first obtained the prior written consent of the City (a) Assign or otherwise alienate any of its rights under this contract, including the right to payment; or (b) Delegate, subcontract, or otherwise transfer any of its duties under this contract.

PSC – 14. PERMITS

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

PSC – 15. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against 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.

PSC – 16. 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, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this contract, Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC – 17. RETENTION OF RECORDS, AUDIT AND REPORTS

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the five years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.

PSC – 18. FALSE CLAIMS ACT

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to 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.

PSC – 19. BONDS

All bonds which may be required for performance of services 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 and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC – 20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend (with counsel subject to approval by City), indemnify and hold harmless the City and 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor 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 PSC-20 shall survive expiration or termination of this Contract.

PSC – 21. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, undertakes and agrees to defend (with counsel subject to City approval), indemnify, and hold harmless the City, and 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, cost of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in

any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this contract; or (2) as a result of the City's actual or intended use of any work product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Work Products are all works, tangible or not, created under this contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual records, and sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. 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 PSC-21 shall survive expiration or termination of this contract.

PSC – 22. INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC – 23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this contract shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this contract, Contractor hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

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

Any subcontract entered into by Contractor relating to this contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract to contractually bind or otherwise oblige its subcontractors performing work under this contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law including, but not limited to termination of the contract.

PSC – 24. INSURANCE

During the term of this contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, and the Instructions and Information on Complying with City Insurance Requirements and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

PSC – 25. DISCOUNT TERMS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this contract which meet the discount terms.

PSC – 26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 27. NON-DISCRIMINATION

Unless otherwise exempt, this contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital state or medical condition. 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 such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

PSC – 28. 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, age, disability, marital status or medical condition.
 - 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 for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- 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 or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 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. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices 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.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

PSC – 29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its 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, age, disability, marital status or medical condition.
1. This provision applies to work or services 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 shall 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 for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that Contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program 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 Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. 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 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 breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, 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 breach may be the basis for a determination by the awarding authority or the Board of Public Works that said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten dollars(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City shall have any and all remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of the Los Angeles Administrative Code at the time it submits its bid or proposal or at the time it registers to do business with the City. The Plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a Plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by

the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 - 6. The entry of qualified women, minority and all other journeymen into the industry; and
 - 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimizes the impact of any disability.
- N. Any adjustments which may be made in the Contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contract.

PSC – 30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that Contractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.*, of the California Family Code; and (4) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

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 obtain compliance of its subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies 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 Section 7110(b) of the California Public Contract Code.

PSC – 31. LIVING WAGE ORDINANCE

- A. Unless otherwise exempt, the Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time. This Ordinance requires the following:
1. Contractor 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 compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the

- LWO. Contractor 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 shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by 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 shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO.
 5. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
 6. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is attached hereto as Attachment 1, in a prominent place in an area frequented by employees.
- B. Under the provisions of Section 10.37.6(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 has violated the LWO provision.
- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor 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 City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Contractor shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make

available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

PSC – 32. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time.

PSC – 33. 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.

PSC – 34. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City 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 Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC – 35. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater

than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

PSC – 36. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative code as amended from time to time.

- A. During the performance of the contract, Contractor certifies and represents that Contractor will comply with the EBO.
- B. The failure of Contractor to comply with the EBO will be deemed to be a material breach of this contract by the City.
- C. If Contractor fails to comply with the EBO the City may cancel, terminate or suspend this contract, in whole or in part, and all monies due or to become due under this 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.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Los Angeles, the Contractor will provide equal benefits to its 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, Office of Contract Compliance at 213-847-1922."

PSC – 37. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code as amended from time to time. Contractor certifies that it has complied with the applicable provisions of the Slavery Disclosure ordinance. Failure to fully and accurately complete the affidavit may result in termination of this contract.

PSC – 38. 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 Designated Administrative Agency (DAA) 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 Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Contractor shall inform the DAA 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 DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA 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 DAA determines that the Contractor has violated provisions of the FSHO.

PSC – 39. 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 # C-119232. 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.

PSC – 40. 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.

EXHIBIT IV

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 8102 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code § 8350-8357:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the WIA program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the WIA program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the City within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination (consistent with requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act), or
 - b. Requiring the employee's satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER: (C-119232)

PACIFIC REGION OASIS
CONTRACTOR/BORROWER/AGENCY

Patricia Gilbert, Chairman

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patricia Gilbert

SIGNATURE

10/31/14

DATE

**Exhibit XIV:
List of Multi-Purpose Centers**

NORTHWEST VALLEY

ROBERT M. WILKINSON MULTIPURPOSE SENIOR CENTER.....Ph: (818) 885-5220
8956 Van Alden Avenue Fax: (818) 756-9747
Northridge, CA 91324

NORTHEAST VALLEY

ALICIA BROADOUS-DUNCAN MULTIPURPOSE SENIOR CENTER.....Ph: (818) 834-6100
11300 Glenoaks Blvd. Fax: (818) 834-6108
Pacoima, CA 91331

SOUTHEAST VALLEY

SHERMAN OAKS/EAST VALLEY ADULT CENTER.....Ph: (818) 981-1284
5056 Van Nuys Blvd. Fax: (818) 981-1637
Sherman Oaks, CA 91403

MID-VALLEY

BERNARDI MULTIPURPOSE SENIOR CENTER.....Ph: (818) 781-1101
6514 Sylmar Avenue Fax: (818) 909-7547
Van Nuys, CA 91401

SOUTHWEST VALLEY

ONEGENERATION SENIOR ENRICHMENT CENTER.....Ph: (818) 708-2345
18255 Victory Blvd. Fax: (818) 705-2592
Reseda, CA 91335

WESTSIDE

FELICIA MAHOOD MULTIPURPOSE SENIOR CENTER..... Ph: (310) 231-1039
11338 Santa Monica Blvd. Fax: (310) 231-0679
Los Angeles, CA 90025

NORTHSIDE

HOLLYWOOD MULTIPURPOSE SENIOR CENTER..... Ph: (323) 957-2222
At Bethany Towers Fax: (323) 957-2210
1745 N. Gramercy Place
Los Angeles, CA 90028

WEST WILSHIRE

FREDA MOHR MULTIPURPOSE SENIOR CENTER..... Ph: (323) 937-5900
330 N. Fairfax Avenue Fax: (323) 857-1872
Los Angeles, CA 90036

CITY

ST. BARNABAS MULTIPURPOSE SENIOR CENTER.....Ph: (213) 388-4444, ext. 220
675 S. Carondelet Street Fax: (213) 739-2972
Los Angeles, CA 90057

EASTSIDE

INTERNATIONAL INSTITUTE OF LOS ANGELES.....Ph: (323) 264-6210
435 South Boyle Avenue Fax: (323) 264-4623
Los Angeles, CA 90033

WEST ADAMS

PEOPLE COORDINATED SERVICES (PCS) - WEST ADAMS
MULTIPURPOSE SENIOR CENTER.....Ph: (323) 735-5799
2528 West Blvd. Fax: (323) 735-6306
Los Angeles, CA 90016

CENTRAL BUSINESS DISTRICT

SINGLE ROOM OCCUPANCY (SRO) HOUSING CORPORATION.....Ph: (213) 229-9672
James M. Wood Community Center Fax: (213) 299-2834
400 E. 5th Street
Los Angeles, CA 90017

CENTRAL

THERESA LINDSAY MULTIPURPOSE SENIOR CENTER.....Ph: (323) 846-1920
429 E. 42nd Place Fax: (323) 846-1930
Los Angeles, CA 90011

SOUTH LOS ANGELES

BRADLEY MULTIPURPOSE SENIOR CENTER.....Ph: (323) 923-2761
10957 S. Central Avenue Fax: (323) 923-2752
Los Angeles, CA 90059

SOUTHWESTERN

PEOPLE COORDINATED SERVICES (PCS) - SOUTHWESTERN
MULTIPURPOSE SENIOR CENTER.....Ph: (323) 294-5226
5133 S. Crenshaw Blvd. Fax: (323) 294-9831
Los Angeles, CA 90043

HARBOR

WILMINGTON JAYCEES FOUNDATION, INC.....Ph: (310) 518-4533
1371 Eubank Avenue (Banning Park) Fax: (310) 518-9912
Wilmington, CA 90744

EXHIBIT XV

SUBCONTRACT AND PROCUREMENT PROCEDURES

§1 SUBCONTRACTS

- A. 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.
- B. Subcontracts entered into in the performance of this Agreement shall:
 - 1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
 - 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
 - 3. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.
- D. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.
- E. Subcontractor's shall be procured consistent with the Procurement Procedures outlined in this Agreement.

§2 PROCUREMENT PROCEDURES

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. Competition: The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - 1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or organizations, or between affiliated companies or organizations;

4. Noncompetitive awards to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement;
7. Overly restrictive specifications; and
8. Any arbitrary action in the procurement process.

C. 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

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 telephoning the Superintendent of Documents (202-512-1600). The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

10. Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
11. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
12. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
- a. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - b. Develop a standard worksheet or check-list for determining responsiveness of each proposal;
 - c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - d. Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - g. Identify policy and process by which selection of awardee(s) will be made; and
 - h. Provide an opportunity for bidders to appeal staff recommendations.

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.

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.

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.

14. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
15. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
16. 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.

17. 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.

18. Procurement shall be conducted at least once every three (3) years.
19. 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.

D. Cost or Price Analysis:

1. Contractor shall establish standards for the performance of cost or price analysis.
2. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
 - a. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including contract modifications or change orders, unless price reasonableness can be established on the basis of a

catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid, the offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.

- b. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
 - c. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
 - d. If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
 - e. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. A price analysis should be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square foot, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with agency's independent developed cost estimates.

The following cost analysis shall be used to:

- a. Verify cost or pricing data and evaluate cost elements;
 - b. Evaluate the effect of the offeror's current practices on future costs;
 - c. Compare proposed costs for individual cost elements;
 - d. Verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and
 - e. Review to determine that all necessary cost or pricing data have been submitted.
4. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
- a. The complexity of the work to be performed;

- b. The risk borne by the contractor;
 - c. The contractor's investment;
 - d. The amount of subcontracting;
 - e. The quality of the contractor's record of past performance;
 - f. Industry profit rates in the surrounding geographical area for similar work;
and
 - g. Market conditions in the surrounding geographical area.
5. The cost plus a percentage of cost method of contracting shall not be used.

E. 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.

F. 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 will 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 will 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.

G. 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.

H. Methods of Procurement

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, 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, 24 CFR §85.36, Los Angeles City Charter §370-§372, and OMB Circular A-110, incorporated herein by reference.

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.

1. Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$100,000. Following the procedures for small purchases will 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
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\$1 to \$10,000	1 bid*
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*Bid may be a verbal quote, but must be documented for the project file.

\$10,001 to \$100,000	3 written bids received**
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**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

2. Purchase/Services Over \$100,000

- a. Sealed Bids—Formal Advertising: Contractor shall prepare an Invitation for Bid (IFB) or similar solicitation document which includes full and clear definitions and descriptions of the items to be procured and key performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price), or other fixed-price arrangement.

- b. Competitive Proposals: Proposals shall normally be conducted with more than one (1) source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered.
- c. Noncompetitive Proposals—Sole Source: To conduct a noncompetitive procurement the criteria here must be met. Sole source contracts are defined as solicitation of a proposal from only one (1) source, the funding of an unsolicited proposal, or after solicitation of a number of sources, when competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one (1) of the following circumstances applies:

- (1) The item or service is available only from a single source; or
- (2) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
- (3) The awarding agency authorizes noncompetitive proposals; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

3. Contract Provisions

All contracts must contain at a minimum the following provisions:

- a. Specific deliverables and the basis for payment;
- b. Provisions requiring compliance with the CDA including, but not limited to other funding source regulations;
- c. Provisions that describe remedies for breach;
- d. Provisions that describe Grantors CDA and other funding sources patent and copyright rules;
- e. Provisions for termination for cause and convenience;
- f. Access to records for audit purposes;
- g. Audit requirements;
- h. Provisions for payment and delivery;
- i. Provisions describing contract amendment procedures;
- j. Provisions against assignment;

- k. Provisions for equal opportunity and non-discrimination;
- l. Provisions prohibiting conflicts of interest.
- I. Appeal and Dispute Procedures: The City and its contractors shall have protest procedures to handle 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.
- J. Regardless of the amount of the award, if the Contractor receives State Community Services Block Grant (CSBG) funds as a funding source under this Agreement, all sub-recipients of such funding shall certify to a Drug-Free Workplace. All awards to sub-recipients in excess of \$100,000 shall certify that no funds shall be used for lobbying. All contracts and awards to vendors and sub-recipients in excess of \$25,000 shall include debarment certifications.

These guidelines are included to provide additional information regarding conflict of interest regulations in California, the California Multiple Awards System (CMAS), and sample procurement steps for sealed bids and request for proposals. The sub-recipients may use the CMAS for procurement following the small purchase guidelines for procurement under \$25,000; for procurement over \$25,000, three written quotes are required. If there are insufficient vendors to provide the quotes, a sole source justification should be written.

- K. RFP/RFQ Procedures. It is a City policy to contract for services on the basis of demonstrated competence and reasonable price by obtaining bids or proposals. Before preparing a RFP for the procurement of services, several preliminary activities should be performed including the determination of the City's/Contractor's needs, consulting with contractors and other local governments, and developing an approach to the procurement process. Excluding small purchases, the Contractors must justify the procurement method used for each purchase. Once these activities are completed, the development of a RFP can begin.

The following guidelines apply to the preparation of written RFPs or RFQs. These provisions apply to this Agreement and to City Contractors who will need to make some modification to the language, which clarifies that the solicitation is from the Contractor and not the City. In the RFP process, cost is usually one of several selection criteria that proposers must address in their proposals. By contrast in the RFQ process, cost becomes a selection criterion only after qualified proposers have been identified from a review of their qualifications. RFQs are usually reserved for the selection of engineers, architects, or other highly specialized, technical providers.

The purpose of the guidelines is to present ideas and material that are characteristic of well prepared solicitations. The guidelines are not intended to provide total coverage of any topic. While the guidelines apply generally, exceptional circumstances may call for modifying or excluding one or more of the suggested provisions. In any case, the RFP or RFQ should be tailored to the job that needs to be done. The arrangement, adequacy, clarity, simplicity and appeal of the solicitation document shall remain the responsibility of the administering agency. To be most effective, a solicitation document should be clear and complete but avoid repetition, legalism or extraneous information. RFPs must be publicly advertised.

- 1. Standard RFP Format.
 - a. Cover Page. The cover page should describe briefly the scope of services requested, the format, the issuance date and the deadline of date and time for submission of proposals, and the Contractor contact for further information about the RFP. Include the name, address, telephone number

and location of the person to whom the submission is to be made. Exhibit A depicts a sample cover page. If a proposer's conference is appropriate, include information on the location, time and date of the event. All RFPs should include a deadline for receipt. Contractors shall have procedures to ensure that only proposals received in accordance with the date and time specified will be reviewed. All RFPs shall include the approximate date of the award notification.

b. Contents. The RFP should contain the following standard items which are discussed below:

- 1) Introduction
- 2) RFP Provisions
- 3) Statement of Work and Evaluation Criteria
- 4) Proposal Specifications
- 5) RFP Items Not Covered
- 6) References
- 7) Standard Contract Provisions
- 8) Indemnity and Insurance
- 9) Signatures and Declarations
- 10) Cover letter of proposal
- 11) Proposers Conference
- 12) Proposal evaluation for Request for Proposals
- 13) Disposition of Proposals
- 14) Description of failed competition and the rights and options in the event of a failure
- 15) RFP Revisions
- 16) Staff Reassignments
- 17) Grievance procedures to handle and resolve disputes relating to the procurement
- 18) Inclusion of Contractual Provisions Required by External Funding Source
- 19) City/Contractor Policy Issue Summaries
- 20) Affirmative Action
- 21) MBE, WBE and Other Business Enterprise Outreach Program.

22) Sample Policy Statement

23) Supplementary Instructions to Proposers and Proposer's Affidavit

Contractual provisions and certifications , including, but not limited to, a Certification Regarding Drug-Free Workplace Requirements, only if Contractor receives State CDA CSBG or WIA funds as a funding source under this Agreement; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction; Certification Regarding Compliance With Service Contract Worker Retention and Living Wage Ordinances; Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance.

- c. Introduction. Describe in general terms the nature, scope and schedule of the work to be contracted, and the Contractor that will be responsible for administering the contract, including name and address of contracting agency. Describe the Contractor's organizational structure that is in place or will be established to facilitate the types of relationships and interactions which will be required to successfully complete the engagement. Present sufficient background and historical information about the project and the Contractor or other agency involved to permit a full understanding of the work to be contracted. State that as a rule all proposals must be submitted in the English language, and that all numerical data must be the dollar-foot-pound-seconds units of measurement.

Describe the minimum and maximum amount of funding for the contract.

Request that proposals be prepared simply and economically, avoiding the use of unnecessary promotional materials. Proposals shall include a Table of Contents and a signature and date block for the offeror. Specify the number of copies of the proposal to be submitted to the Contractor. State that the Contractor shall accept no responsibility for the cost of preparing any proposal.

Request that proposals be enclosed in a single, sealed package plainly marked with the words "Proposal for (name of project as referenced in the RFP)." Declare that proposals shall be made as firm offers for a set period of time following the deadline for submittal. To ensure that the release of a RFP and receipt of any proposals are properly coordinated, contact the Purchasing Division, Department of General Services for assistance.

Direct proposers to address all questions regarding the RFP and their proposals to the assigned Contractor proposal administrator only. State that failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a proposer from further consideration.

Contractor shall direct staff to respond to questions regarding the RFP and the submission requirements. Contractor shall record all responses, except those that are clearly answered in the RFP. Contractor shall provide a written copy of the responses to all parties to whom the RFP has been distributed, including those who attended the proposers' conference. This should be provided in a timely and frequent manner to ensure that all proposers are aware of the responses when preparing their proposal.

State that it is the Contractor's intent to award a contract, in a form approved by the Contractor, to the selected proposer. Indicate that the RFP and the Contractor's proposal or any part thereof may be incorporated into and made a part of the contract. State that the Contractor reserves the right to further negotiate the terms and conditions of the contract. State that the Contractor, however, shall reserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Contractor.

- d. Statement of Work. Describe the tasks that the subcontractor will be responsible to perform. Clearly define the type, scope, schedule, and other relevant characteristics of each task. Use quantitative language whenever possible to establish an objective basis from which to evaluate responses. Describe the status and/or progress reporting that will be required of the subcontractor. Specify any other items that proposers should address, including, but not limited to, the following:

- 1) Background or project content
- 2) General requirement description
- 3) Related projects
- 4) Problem statement
- 5) Statutory or regulatory foundation
- 6) *Project objectives
- 7) *Purpose
- 8) *How results will be used
- 9) *Scope of work
- 10) *Population to be served
- 11) *Number to be served
- 12) *Training or services to be provided
- 13) *Period of Performance
- 14) *Performance Standards
- 15) *Reporting Requirements

*Must be included in the proposal

Generally RFP based contracts are awarded on the basis of several criteria, such as the level of effort and method proposed to do the work, the credentials and related work experience of subcontractor personnel assigned to do the work, City/Contractor policy issues and price. Describe in the RFP the general criteria the Contractor intends to use to evaluate the written responses, and the assigned weight of each criterion.

Proposed evaluation criteria can be complicated by the varying degrees to which the proposals meet, exceed, or fall below the specific requirements of the RFP. Scale the evaluation process to manageable proportions. The more complete and specific the RFP, the better it serves as a standard for measuring and evaluating proposals. Include a statement that the Contractor shall reserve the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not mentioned in the RFP. State that proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications. Describe the evaluation criteria that will be used in the interview if different from the written criteria in the RFP. A description of assigned weights may be included if appropriate.

If technical services are to be procured, a technical requirements section should be prepared. The technical requirements section should organize information in a form understandable to potential bidders and Contractor staff. For example, items that might be included in a technical requirements section to procure an automated system include:

- 1) Description of current hardware and software operating environment;
- 2) Detailed description of all hardware and software requirements;
- 3) Indication of need for data conversion assistance;
- 4) Outline of orientation and training requirements; and,
- 5) Indication of the need for a benchmark demonstration of system capabilities.

- e. Proposal Specifications. Request proposers to demonstrate their capability to fulfill the work to be contracted. Proposers should provide specific information about the personnel, including subcontractors, if possible, who will be assigned to perform the work; past performance on projects of a similar nature including a customer list, if possible; the proposed price to complete the work; adequate documentation on the financial status of the firm which will permit the Contractor to evaluate the proposer's ability to complete the work; and other work elements deemed necessary to evaluate the proposals. State that responses to the RFP must be made in accordance with the format set forth in the RFP. Indicate that a comprehensive index which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number is required. State that failure to meet this requirement may be cause for rejection of the proposal as non-responsive. Generally, each proposer should be requested to address the following specifications:

- 1) Assigned Personnel. The names of the key personnel, whom the proposer employs or plans to employ or hire through subcontract, to perform the requested services. For each person listed, the following information should be provided:
 - a) Description of the work he or she will perform;

- b) Amount of time he or she will be assigned to work on the project;
 - c) Academic achievements, including all college undergraduate and graduate education;
 - d) Relevant work experience in years and level of responsibility.
 - e) An organization chart depicting the lines of authority, the relationships of the organizational units and the names of the key personnel who will be doing the work.
- 2) Project Cost. The total cost to the Contractor, broken down in salaries, expenses, equipment, and in hours and total dollar amount by deliverable task.
 - a) Salary, or wage; billing rate for each employee.
 - b) The proposed schedule of payment.
 - c) All resources proposed to be supplied by the Contractor.
- 3) Deliverables. The products that the subcontractor will deliver to the Contractor according to a set schedule, including the nature of the deliverables, e.g., oral or written reports, videotapes, or architectural models and, if applicable, number of copies to be provided of written products.
- f. RFP Items Not Covered. Proposals should cover the statement of work and all the RFP specifications. Otherwise, proposers should state why the RFP requirements are not being addressed. If proposers wish to present qualifications in addition to the required items such information should be presented under the heading "Additional Qualifications We Wish To Present". Proposers who do not wish to present such information should state: "There are no additional qualifications we wish to present".
- g. References. Request proposers to support their presentations by listing successfully completed projects that resemble the work to be done and the dates of completion. Request the name, title, address and phone numbers of a contact for each project.
- h. Standard Contract Provisions. Sample standard contract provisions have been provided by the City of Los Angeles for Contractor's use. The document, which is available from the City, is updated periodically. Check with the City to ascertain use of the latest version. Unless the standard provisions are incorporated by reference and attached to the RFP, the general contract provisions that are expected to be included in the contract should be excerpted from the standard provisions document and provided to prospective proposers.
- i. Indemnity and Insurance. 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 the RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts they are set by the City Risk Management

staff in the Office of the City Administrative Officer of the City of Los Angeles. There are special endorsement forms (Form Gen. 133 through Form Gen. 146) that correspond to each type of insurance required by the City. The appropriate blank forms corresponding to each item filled in on the Insurance Requirements Sheet should be obtained from the Contractor and attached to the RFP. Contractors will need to modify these forms for their own procurement.

- j. Signatures and Declarations. Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer, and must include the following declaration:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

- k. Cover Letter of Proposal. The cover letter of each proposal should be limited to one page. The letter must include the title, address and telephone number of the person or persons who will be authorized to represent the proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.

- l. Proposers Conference. Determine if a proposer's conference will be conducted. A proposer's conference may be appropriate especially if the work to be contracted has not previously been done by contract or not done at all. If a proposers' conference is to be scheduled, designate a date, time and place at which proposers will be given the opportunity to pose questions about the RFP and notify all parties to whom the RFP has been distributed. The notification can be included in the RFP. Invite proposers to submit their questions in writing prior to the conference, and arrange, to the extent possible, for all questions to be answered at the conference. A memorandum for the proposers listing attendees, documenting in writing each question answered at the conference, any actions taken during the conference, etc. shall be prepared to document the conference and conveyed to the participants. Contractors shall provide this information directly to the proposers who received the RFP but were unable to attend the conference or as an addendum to the RFP for any subsequent requesters. The memorandum should be filed with the record set of contractual documents retained by the Contractor. Materials handed out at the proposer's conference shall be available to all other parties following the conference. If a proposers' conference was not initially planned but the number or extent of questions regarding the RFP indicates a need for one, a separate notice should be mailed and the RFP due date extended if necessary.

- m. Proposal Evaluation for Request for Proposals (RFP). Contractor/City shall develop proposal evaluation procedures in accordance with the requirements of Section D.14 above.

- n. Failed Competition. The RFP shall provide that it is the Contractor's/City's authority to determine that the procurement process has failed. The basis for failure should include a lack of response to RFP; not enough bidders; a determination that the responses do not agree with mandatory requirements

of the RFP; a determination that no proposer demonstrated effectiveness in providing the services solicited, and/or a determination that the award of a contract at this time to any proposer would not be cost effective, responsible or prudent. In the event that the City/Contractor determines that the procurement has failed, it may elect to negotiate a sole source agreement or develop and issue a new Request for Proposals.

- o. Disposition of Proposals. State that all proposals submitted in response to the RFP shall become the property of the Contractor/City and a matter of public record. Also, proposers must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the proposer shall be requested to state in the proposal that he or she will defend any action brought against the Contractor/City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore.
- p. RFP Revisions. Any revision made to an issued RFP shall be sent to all parties known to have received a copy of the original RFP.
- q. Staff Reassignments. If the original selection of a subcontractor will be based in part on the qualifications of specific key individuals named in the proposal, state that the Contractor/City must approve in advance any changes in individuals or levels of commitment to the project. State that the Contractor will reserve the right to have the subcontractor replace any subcontractor project personnel.
- r. Inclusion of Contractual Provision Required by External Funding Source. Federal, state and other funding agencies typically impose requirements on recipients of funds that apply to subcontractors. Such requirements should be reflected in RFPs and related contracts.
- s. City Policy Issue Summaries.
 - 1) Affirmative Action. The City of Los Angeles' Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an affirmative action program for vendors doing business with the City. State that as a condition of contract award, the selected proposer shall be required to comply with the provisions of the City's Affirmative Action program, including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the Los Angeles City Affirmative Action Plan. Refer to the provisions herein regarding nondiscrimination and affirmative action and recite the text of this provision in the RFP. Urge proposers to include an affirmative action plan in their proposals. Attach as an appendix to the RFP the City forms (GSS-AA 1) instructing prospective subcontractors about compliance with the City's Affirmative Action Program.
 - 2) MBE, WBE and Other Business Enterprise Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction and

personal services. This policy applies to all Contractors. Be sure to comply with the provisions of City Executive Directive I-B and 1-C to ensure that MBEs, WBEs, and all other businesses are offered the greatest opportunity to compete for and perform subcontracts and provide personal services to the Contractor.

Include a statement that proposers are to assist the Contractor in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs and WBEs, have an equal opportunity to compete for and participate in Contractor subcontracts. Inform proposers that equal opportunity will be determined by their good faith efforts comply with the Contractor's outreach program. Advise proposers that participation by MBEs, WBEs, and all other businesses may be in the form of joint ventures or subcontracting. Contractor is responsible for the implementation of MBE/WBE procedures.

- 3) Child Care Policy. It is the policy of the City to encourage all its vendors to adopt a stated policy on child- care. This policy acknowledges the importance of quality, affordable and accessible child care and commits the Contractor to use its resources as an educator, employer, role model and facilitator to act as a catalyst in expanding the supply of quality, affordable and accessible child care.

Include a statement informing proposers of the City's Child Care Policy and that, to the extent permitted by law, proposers with stated child- care policies shall receive preference in contracting with the Contractor. Bids are not non-responsive if child- care documents are not provided.

2. Consultant Directory. To assist Contractors in identifying potential subcontractors, the Office of the City Administrative Officer of the City of Los Angeles (CAO) maintains a computerized consultant directory. Firms are listed according to their fields of expertise, e.g., bond counsel, CPA, and human resources. Contact the CAO Productivity Group for access to the directory and for lists of firms in the form of mailing labels, hard copy reports or both.

Exhibit XVI

MANAGEMENT REPRESENTATION STATEMENT

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

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

True ☒ False ☐

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

True ☒ False ☐

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

True ☒ False ☐

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

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

True ☒ False ☐

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

True ☒ False ☐

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

True ☒ False ☐

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

True ☒ False ☐

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

True ☒ False ☐

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

Use this space to provide any additional information:

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

AGREEMENT NUMBER: C-119232

PACIFIC REGION OASIS
CONTRACTOR/BORROWER/AGENCY

Patricia Gilbert, Chairman
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patricia Gilbert
SIGNATURE

10/31/2014
DATE

EXHIBIT XVII

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 F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State

determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:

- a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
- e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
- f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement.

City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.

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

M. Survival

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

EXHIBIT XVIII

CONTRACTOR REQUIREMENT MANDATED REPORTING OF ELDER ABUSE

ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT

Welfare and Institutions Code, Chapter 11, Article 3, Section 15630

Any person who has assumed full or intermittent responsibility for the care or custody of an elder or dependent adult, whether or not he or she receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, clergy member, or employee of a county adult protective services agency or a local law enforcement agency, is a mandated reporter.

Any mandated reporter who, in his or her professional capacity, or within the scope of his or her employment, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or is told by an elder or dependent adult that he or she has experienced behavior, including an act or omission, constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, shall report the known or suspected instance of abuse by telephone or through a confidential Internet reporting tool, as authorized by Section 15658, immediately or as soon as practicably possible. If reported by telephone, a written report shall be sent, or an Internet report shall be made through the confidential Internet reporting tool established in Section 15658, within two working days.

"Physical abuse" means any of the following:

- (a) Assault, as defined in Section 240 of the Penal Code.
- (b) Battery, as defined in Section 242 of the Penal Code.
- (c) Assault with a deadly weapon or force likely to produce great bodily injury, as defined in Section 245 of the Penal Code.
- (d) Unreasonable physical constraint, or prolonged or continual deprivation of food or water.
- (e) Sexual assault, that means any of the following:
 - 1) Sexual battery, as defined in Section 243.4 of the Penal Code.
 - 2) Rape, as defined in Section 261 of the Penal Code.
 - 3) Rape in concert, as described in Section 264.1 of the Penal Code.
 - 4) Spousal rape, as defined in Section 262 of the Penal Code.
 - 5) Incest, as defined in Section 285 of the Penal Code.
 - 6) Sodomy, as defined in Section 286 of the Penal Code.
 - 7) Oral copulation, as defined in Section 288a of the Penal Code.
 - 8) Sexual penetration, as defined in Section 289 of the Penal Code.
 - 9) Lewd or lascivious acts as defined in paragraph (2) of subdivision (b) of Section 288 of the Penal Code.

(f) Use of a physical or chemical restraint or psychotropic medication under any of the following conditions:

- 1) For punishment.
- 2) For a period beyond that for which the medication was ordered pursuant to the instructions of a physician and surgeon licensed in the State of California, who is providing medical care to the elder or dependent adult at the time the instructions are given.
- 3) For any purpose not authorized by the physician and surgeon.

Any mandated reporter who willfully fails to report, or impedes or inhibits a report of physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult in violation of this section, if that abuse results in death or great bodily injury, shall be punished by not more than one year in a county jail, by a fine of not more than five thousand dollars (\$5,000), or by both that fine and imprisonment.

AGREEMENT NUMBER C-119232

PACIFIC REGION OASIS
CONTRACTOR/BORROWER/AGENCY

Patricia Gilbert, Chairman
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Patricia Gilbert
SIGNATURE

10.31.2014
DATE

The signature of the contracting agency's representative agrees that the agency's staff will be advised of their designation as a mandated reporter of elder abuse and are legally obligated to comply with Chapter 11, Article 3, Section 15630 of the State of California's Welfare and Institutions Code.

FINAL

ATTACHMENT I

PACIFIC REGION OASIS

Agency

Page 1 of 1

Amendment Number: 2

Agreement Number: 119232

FY: 2012-2013

Aging Service Area: Citywide

OAA Title III-B, Social Services

Project Title

	COST CATEGORIES	ORIGINAL	AMENDMENT 1	AMENDMENT 2	DIFFERENCE + OR (-)
1000	Personnel Costs	\$80,883	\$80,559	\$80,559	-\$324
2000	Direct Costs	\$18,119	\$14,895	\$14,895	-\$3,224
	Office space	1,139			(1,139)
	Program materials and trip tickets	7,000			(7,000)
	Consultants	1,500	1,000	1,000	(500)
	Equipment Lease/Maintenance	750	1,500	759	9
	Insurance	1,000	750	750	(250)
	Postage	2,000	2,055	2,055	55
	Printing/reproduction		3,055	3,055	3,055
	Marketing				-
	Technical support				-
	Supplies	1,000	1,000	1,000	-
	Telephone	1,000	2,055	2,055	1,055
	Travel/training/conferences		750	0	-
	Special Events				-
	Audit fee	1,500	1,500	1,500	-
	Bank charges	230	230	230	-
	Volunteer Expenses	1,000	1,000	1,000	-
	Legal				-
	Miscellaneous				-
	Prof. Dues, Licenses, Memberships				-
	Fundraising				-
3000	Equipment Costs*	\$0	\$10,194	\$10,194	\$10,194
4000	Indirect Costs	\$0	\$0	\$0	\$0
	TOTAL COST	\$99,002	\$105,648	\$105,648	\$6,646

Agreement Number 119232 of City Contracts; Amendment Number 2; Contractor: PACIFIC REGION OASIS

OAA TITLE III-B, OASIS SERVICES PROGRAM

AGING SERVICE AREA: CITYWIDE

PROGRAM BUDGET SUMMARY

COST CATEGORIES	GRANT SHARE	OAA OTO FUNDS	OTO OTHER	MATCHING SHARE	PROGRAM INCOME SHARE	OTHER INCOME SHARE	NON- MATCHING SHARE	ESTIMATED TOTAL COSTS
1000 - Personnel Costs	79,847		712	23,779	24,878	128,567		257,783
2000 - Direct Costs	13,404		1,491	396,407	202,553	200,446		814,301
3000 - Equipment Costs	0	10,194						10,194
4000 - Indirect Costs	0							0
TOTAL COSTS	93,251	10,194	2,203	420,186	227,431	329,013		1,082,278

PROJECTED EXPENDITURES BY MONTH - GRANT SHARE ONLY

COSTS CATEGORIES	GRANT SHARE	2012 JULY	AUG	SEPT	OCT	NOV	DEC	2013 JAN	FEB	MARCH	APRIL	MAY	JUNE
1000 - Personnel Costs	79,847	6,142	6,142	6,142	6,142	9,213	6,142	6,142	6,142	6,142	6,142	9,213	6,142
2000 - Direct Costs	13,404	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117
3000 - Equipment Costs	0												0
4000 - Indirect Costs	0												0
TOTAL COSTS	93,251	7,259	7,259	7,259	7,259	10,330	7,259	7,259	7,259	7,259	7,259	10,330	7,259

Agreement Number 119232 of City Contracts; Amendment Number 2; Contractor: PACIFIC REGION OASIS

OAA TITLE III-B, OASIS PROGRAM

AGING SERVICE AREA: CITYWIDE

NO.	POSITION TITLE	STEP	100% MONTH WAGE	% TIME ON PROJECT	MONTHS TO WORK	GRANT SHARE	OAA OTO OTHER	MATCHING SHARE	PROGRAM INCOME SHARE	OTHER INCOME SHARE	NON- MATCHING SHARE	LINE ITEM TOTAL COST	COST CATEGORY TOTALS
1000	PERSONNEL COSTS												
1	Oasis Director		5,392.18	16%	12	9,723	630			54,353		64,706	
1	Health Manager		5,194.43	48%	12	29,920				32,413		62,333	
1	Program Manager		3,563.46	29%	12	12,401			22,000	8,361		42,762	
1	Executive Assistant		3,094.58	50%	12	18,567				18,568		37,135	
	Volunteers							23,779				23,779	
	TOTAL WAGES					70,611	630	23,779	22,000	113,695	0		230,715
	FRINGE BENEFITS:												
	FICA:					5,402	48		1,683	8,698	0	15,831	
	SUI:					2,330	21		726	3,752	0	6,829	
	W/C:					1,504	13		469	2,422	0	4,408	
	Medical/Dental Insurance					0	0						
	TOTAL FRINGE BENEFITS					9,236	82		2,878	14,872	0		27,068
	TOTAL PERSONNEL COSTS					79,847	712	23,779	24,878	128,567	0		257,783

Agreement Number 119232 of City Contracts; Amendment Number 2; Contractor: PACIFIC REGION OASIS

OAA TITLE III-B OASIS PROGRAM

AGING SERVICE AREA: CITYWIDE

COST CAT NO.	DESCRIPTION OF BUDGET LINE ITEMS AND COST BASIS	GRANT SHARE	OAA OTO FUNDS	OAA OTO OTHER	MATCHING SHARE	PROGRAM INCOME SHARE	OTHER INCOME SHARE	NON-MATCHING SHARE	LINE ITEM TOTAL COST	COST CATEGORY TOTALS
2000	DIRECT COSTS:									
	Office space				396,407				396,407	
	Program materials and trip tickets					106,023	10,702		116,725	
	Consultants	1,000				66,464	118,254		185,718	
	Equipment Lease/Maintenance	759		741			8,797		10,297	
	Insurance	750					11,572		12,322	
	Postage	2,055				12,062	4,193		18,310	
	Printing/reproduction	3,055				5,528	10,742		19,325	
	Marketing								0	
	Technical support								0	
	Supplies	1,000				4,021	1,069		6,090	
	Telephone	2,055				1,538			3,593	
	Travel/training/conferences	0		750		2,896	1,625		5,271	
	Other events						4,060		4,060	
	Audit fee	1,500					12,150		13,650	
	Bank charges	230					1,770		2,000	
	Volunteer Expenses	1,000				4,021	1,069		6,090	
	Legal						964		964	
	Miscellaneous						305		305	
	Prof. Dues, Licenses, Memberships						994		994	
	Fundraising						12,180		12,180	
									0	
	TOTAL DIRECT COSTS	13,404	0	1,491	396,407	202,553	200,446			814,301
3000	EQUIPMENT COSTS:		10,194							
4000	INDIRECT COSTS:		10,194							12,397

Pacific Region OASIS

Agency

Amendment Number: 4

Agreement Number: 119232

FY: 2013-2014

Aging Service Area: Citywide

OAA TITLE III-B - OASIS

Program

COST CATEGORIES		Amendment 3	Amendment 4				DIFFERENCE + OR (-)
			3-Month	9-Month	12-Month	Total	
1000	Personnel Costs	85,720	19,308	66,412	0	85,720	0
2000	Direct Costs	9,734	4,555	4,071	1,108	9,734	0
3000	Equipment Cost	0	0	4,428	0	4,428	4,428
4000	Indirect Cost	0	0	0	0	0	0
	TOTAL COST	95,454	23,863	74,911	1,108	99,882	4,428

EXHIBIT 1 - BUDGET DOCUMENTS**PART A: PROJECT BUDGET SUMMARY BY COST CATEGORY AND PROJECTED EXPENDITURES BY MONTH**

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 3 Month - Title III-B - OASIS - F/Y - 2013-14

Program Budget Summary

COST CATEGORIES	Grant Share	Program Income	Match - Cash	Match - In-Kind	Estimated Total Costs
Personnel Costs	19,308	5,502	37,680	104,488	166,978
Direct Costs	4,555	28,196	51,333	82,325	166,409
Equipment Costs					0
Indirect Costs					0
TOTAL COSTS	23,863	33,698	89,013	186,813	333,387

Projected Monthly Expenditures

COST CATEGORIES	Grant Share	2013 JULY	AUG	SEPT	OCT	NOV	DEC	2014 JAN	FEB	MAR	APRIL	MAY	JUNE
Personnel Costs	19,308	5,585	6,562	7,161									
Direct Costs	4,555	688	2,635	1,232									
Equipment Costs													
Indirect Costs													
TOTAL COSTS	23,863	6,273	9,197	8,393									

EXHIBIT 1 - BUDGET DOCUMENTS

Part B: BUDGET JUSTIFICATIONS - PERSONNEL COSTS (WAGES AND EMPLOYEE BENEFITS)

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 3 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	100% Month Wage	% Time on Project	Months to Work	Fund Sources				Line Item Total Budget
				Grant Share	Program Income	Match - Cash	Match - In-Kind	
PERSONNEL COSTS								
WAGES								
Executive Director	7,051	100	3	3,808		17,346		21,154
Program Assistant	2,899	99.989	3	3,044		5,652		8,696
Volunteers							104,488	104,488
Program Manager	3,338	100	3	1,903	5,111	3,000		10,014
Health Manager	4,866	100	3	7,007		7,591		14,598
TOTAL WAGES				15,762	5,111	33,589	104,488	158,950
FRINGE BENEFITS								
FICA				1,204	391	2,570		4,165
SUI				434		47		481
W/C				904		430		1,334
Health Insurance				1,004		1,044		2,048
TOTAL FRINGE BENEFITS				3,546	391	4,091		8,028
TOTAL PERSONNEL COSTS				19,308	5,502	37,680	104,488	166,978

EXHIBIT 1 - BUDGET DOCUMENTS

PART C: BUDGET JUSTIFICATIONS - DIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 3 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	Fund Sources				Line Item Total Budget
	Grant Share	Program Income	Match - Cash	Match - In-Kind	
DIRECT COSTS					
Accounting Service			5,625		5,625
Audit Fee			4,000		4,000
Telephone	714		199	610	1,523
Postage & Delivery	106		1,631		1,737
Payroll Processing			730		730
Insurance General Liability			1,782		1,782
Repairs and Maintenance			434		434
Rent		1,180		81,715	82,895
Bank Charges	63		346		409
Volunteer Expenses		356			356
Consultants		13,183	27,927		41,110
Printing	2,381		3,819		6,200
Supplies	446		352		798
Copier Maintenance & Lease	845		409		1,254
Program Supplies		1,618			1,618
Membership Dues			350		350
Travel		11,466	67		11,533
Temporary Labor			3,413		3,413
Publications/Subscriptions			249		249
Volunteer Recognition		393			393
TOTAL DIRECT COSTS	4,555	28,196	51,333	82,325	166,409

EXHIBIT 1 - BUDGET DOCUMENTS

PART D: BUDGET JUSTIFICATIONS - EQUIPMENT AND INDIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 3 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	Fund Sources				Line Item Total Budget
	Grant Share	Program Income	Match - Cash	Match - In-Kind	
EQUIPMENT COSTS					
TOTAL EQUIPMENT COSTS					

Account Description	Fund Sources				Line Item Total Budget
	Grant Share	Program Income	Match - Cash	Match - In-Kind	
INDIRECT COSTS					
TOTAL INDIRECT COSTS					

EXHIBIT 1 - BUDGET DOCUMENTS**PART A: PROJECT BUDGET SUMMARY BY COST CATEGORY AND PROJECTED EXPENDITURES BY MONTH**

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 9 Month - Title III-B - OASIS - F/Y - 2013-14

Program Budget Summary

COST CATEGORIES	Grant Share	OTO	Grant Share Total	Program Income	Match - Cash	Match - In-Kind	Estimated Total Costs
Personnel Costs	66,412		66,412	16,028	156,070	313,462	551,972
Direct Costs	4,071		4,071	109,231	201,377	245,145	559,824
Equipment Costs		4,428	4,428				4,428
Indirect Costs							0
TOTAL COSTS	70,483	4,428	74,911	125,259	357,447	558,607	1,116,224

Projected Monthly Expenditures

COST CATEGORIES	Grant Share	2013 JULY	AUG	SEPT	OCT	NOV	DEC	2014 JAN	FEB	MAR	APRIL	MAY	JUNE
Personnel Costs	66,412				6,641	9,962	6,642	6,641	6,641	6,641	6,641	9,962	6,641
Direct Costs	4,071				455	452	452	452	452	452	452	452	452
Equipment Costs													
Indirect Costs													
TOTAL COSTS	70,483				7,096	10,414	7,094	7,093	7,093	7,093	7,093	10,414	7,093

EXHIBIT 1 - BUDGET DOCUMENTS

Part B: BUDGET JUSTIFICATIONS - PERSONNEL COSTS (WAGES AND EMPLOYEE BENEFITS)

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 9 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	100% Month Wage	% Time on Project	Months to Work	Fund Sources						Line Item Total Budget
				Grant Share	OTO	Grant Share Total	Program Income	Match - Cash	Match - In-Kind	
PERSONNEL COSTS										
WAGES										
Executive Director	9,585	100	9	15,528		15,528		70,738		86,266
Program Assistant	3,284	99.99	9	10,343		10,343		19,210		29,553
Volunteers									313,462	313,462
Program Manager	3,781	100	9	6,466		6,466	14,889	12,676		34,031
Health Manager	5,512	99.996	9	23,811		23,811		25,795		49,606
TOTAL WAGES				56,148		56,148	14,889	128,419	313,462	512,918
FRINGE BENEFITS										
FICA				4,295		4,295	1,139	9,824		15,258
SUI				865		865		3,957		4,822
W/C				1,567		1,567		3,447		5,014
Health Insurance				3,537		3,537		10,423		13,960
TOTAL FRINGE BENEFITS				10,264		10,264	1,139	27,651		39,054
TOTAL PERSONNEL COSTS				66,412		66,412	16,028	156,070	313,462	551,972

EXHIBIT 1 - BUDGET DOCUMENTS

PART C: BUDGET JUSTIFICATIONS - DIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 9 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	Fund Sources						Line Item Total Budget
	Grant Share	OTO	Grant Share Total	Program Income	Match - Cash	Match - In-Kind	
DIRECT COSTS							
Accounting Service					17,375		17,375
Audit Fee					12,480		12,480
Telephone	972		972		5,003		5,975
Postage & Delivery	483		483				483
Postage & Delivery					11,767		11,767
Insurance General Liability					2,786		2,786
Repairs and Maintenance					835		835
Rent				1,820		245,145	246,965
Bank Charges	189		189				189
Bank Charges					54		54
Volunteer Expenses				3,765			3,765
Consultants	200		200	63,796	104,460		168,456
Printing	309		309				309
Printing					11,852		11,852
Advertising Marketing					1,649		1,649
Fundraising					10,150		10,150
Supplies	127		127		4,566		4,693
Equipment Lease / Maintenance Depreciation					3,791		3,791
Copier Maintenance & Lease	1,791		1,791		2,738		4,529
Program Supplies				12,410			12,410
Travel				24,443	8,019		32,462
Legal Expense					1,015		1,015
Other Cost					1,822		1,822
Meeting Costs					1,015		1,015
Volunteer Recognition				2,997			2,997
TOTAL DIRECT COSTS	4,071		4,071	109,231	201,377	245,145	559,824

EXHIBIT 1 - BUDGET DOCUMENTS

PART D: BUDGET JUSTIFICATIONS - EQUIPMENT AND INDIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

OAA - 9 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	Fund Sources						Line Item Total Budget
	Grant Share	OTO	Grant Share Total	Program Income	Match - Cash	Match - In-Kind	
EQUIPMENT COSTS							
Equipment		4,428	4,428				4,428
TOTAL EQUIPMENT COSTS		4,428	4,428				4,428

Account Description	Fund Sources						Line Item Total Budget
	Grant Share	OTO	Grant Share Total	Program Income	Match - Cash	Match - In-Kind	
INDIRECT COSTS							
TOTAL INDIRECT COSTS							

EXHIBIT 1 - BUDGET DOCUMENTS**PART A: PROJECT BUDGET SUMMARY BY COST CATEGORY**

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

City - 12 Month - Title III-B - OASIS - F/Y - 2013-14

Program Budget Summary

COST CATEGORIES	City General Fund	Estimated Total Costs
Personnel Costs		0
Direct Costs	1,108	1,108
Equipment Costs		0
Indirect Costs		0
TOTAL COSTS	1,108	1,108

EXHIBIT 1 - BUDGET DOCUMENTS**Part B: BUDGET JUSTIFICATIONS - PERSONNEL COSTS (WAGES AND EMPLOYEE BENEFITS)**

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

City - 12 Month - Title III-B - OASIS - F/Y - 2013-14

				Fund Sources	
Account Description	100% Month Wage	% Time on Project	Months to Work	City General Fund	Line Item Total Budget
PERSONNEL COSTS					
WAGES					
FRINGE BENEFITS					
TOTAL PERSONNEL COSTS					

EXHIBIT 1 - BUDGET DOCUMENTS

PART C: BUDGET JUSTIFICATIONS - DIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

City - 12 Month - Title III-B - OASIS - F/Y - 2013-14

Account Description	Fund Sources	Line Item Total Budget
	City General Fund	
DIRECT COSTS		
Consultants	1,108	1,108
TOTAL DIRECT COSTS	1,108	1,108

EXHIBIT 1 - BUDGET DOCUMENTS

PART D: BUDGET JUSTIFICATIONS - EQUIPMENT AND INDIRECT COSTS

Agreement Nbr: 119232 Amendment Nbr: 4 Contractor: Pacific Region Oasis

AGING SERVICE AREA: CITYWIDE

City - 12 Month - Title III-B - OASIS - F/Y - 2013-14

	Fund Sources	
Account Description	City General Fund	Line Item Total Budget
EQUIPMENT COSTS		
TOTAL EQUIPMENT COSTS		

	Fund Sources	
Account Description	City General Fund	Line Item Total Budget
INDIRECT COSTS		
TOTAL INDIRECT COSTS		

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

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: [Signature]
ANNETTE M. SIERRA
Deputy City Attorney

Date: NOV 14

Executed this 6th, day of

November, 2014
For: THE CITY OF LOS ANGELES

LAURA TREJO
General Manager
Los Angeles Department of Aging

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By: [Signature]
Deputy City Clerk

Date: 11-10-14

By: [Signature]

Executed this 29th, day of

October, 2014
For:

(Contractor Corporate Seal)



By: [Signature]
Name: Patricia Gilbert
Title: Chairman

ATTEST:

By: [Signature]
Name: Dawn E. Anderson
Title: Treasurer

D-U-N-S® Number: 791587082

City Business License Number: 0000812207

Internal Revenue Service Number: 13-4242159

Council File Number: 14-1161; Date of Approval: 9/08/2014

Agreement Number C-119232 of City Contracts, Amendment Number 4