

ABIGAIL R. MARQUEZ
INTERIM GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

DEPARTMENT OF AGING

AN AREA AGENCY ON AGING
221 NORTH FIGUEROA STREET
SUITE 500
LOS ANGELES, CA 90012

(213) 482-7252
FAX: (213) 482-7256

<http://www.aging.lacity.gov>

November 4, 2025

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

Honorable Councilmembers:

**REQUEST AUTHORITY TO ACCEPT ADDITIONAL GRANT FUNDS (\$1,129,279)
FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM
OF UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE AREA PLAN BUDGET
AMENDMENT, AND TO NEGOTIATE AND EXECUTE AMENDMENTS TO
AGREEMENTS FOR OLDER AMERICANS ACT RELATED SERVICES.**

The Los Angeles Department of Aging (LADOA) respectfully submits this transmittal for your review and approval. This transmittal requests authority to approve the Area Plan Budget, to accept \$779,197 in NSIP grant funding and \$350,082 in Ombudsman grant funding from CDA, and to execute amendments to existing agreements with senior and family-caregiver program providers.

For questions regarding this matter, please contact Ruth Rodrigues at (213)808-8445.

Sincerely,

ABIGAIL R. MARQUEZ
Interim General Manager

AM:RR:SY:cr:gdh/ DOA 2025-26 NSIP and Ombudsman Transmittal Council Cover Memo

cc: City Attorney
City Administrative Officer
Chief Legislative Analyst

TRANSMITTAL

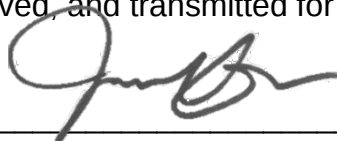
TO
Department of Aging

DATE
10/29/2025

FROM
The Mayor

**REQUEST FOR AUTHORITY TO ACCEPT ADDITIONAL GRANT FUNDS (\$1,129,279) FROM
THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM OF
UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE AREA PLAN BUDGET
AMENDMENT, AND TO NEGOTIATE AND EXECUTE AMENDMENTS TO AGREEMENTS
FOR OLDER AMERICANS ACT RELATED SERVICES**

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Jenny Delwood for)

CITY OF LOS ANGELES

DANIEL KIM
ACTING GENERAL MANAGER

CALIFORNIA



KAREN BASS
MAYOR

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

October 16, 2025

Council File Numbers: 25-0724
Council Districts: All
Contact Persons & Phone
Daniel Kim
(213) 238-3445

Honorable Karen Bass
Mayor, City of Los Angeles,
200 N. Spring St., Room 303
Los Angeles, CA 90012

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attn: City Clerk

Attention: Legislative Coordinator

REQUEST AUTHORITY TO ACCEPT ADDITIONAL GRANT FUNDS (\$1,129,279) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) UNDER MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25, TO APPROVE AREA PLAN BUDGET AMENDMENT, AND TO NEGOTIATE AND EXECUTE AMENDMENTS TO AGREEMENTS FOR OLDER AMERICANS ACT RELATED SERVICES

The Los Angeles Department of Aging (LADOA) respectfully submits this transmittal for your review and approval. This transmittal requests authority to approve the Area Plan Budget, to accept \$779,197 in NSIP grant funding and \$350,082 in Ombudsman grant funding from CDA, and to execute amendments to existing agreements with senior and family-caregiver program providers.

RECOMMENDATION

The General Manager of the LADOA request that the City Council, subject to the concurrence of the Mayor:

1. AUTHORIZE the General Manager of LADOA, or designee, to accept \$1,129,279 in grant funds from the California Department of Aging (CDA) as part of Memorandum of Understanding AAA-2425-25 to approve any unilateral amendments to MOU AAA-2425-25, subject to review and approval of the City Attorney as to form and legality, and in compliance with Los Angeles Administrative Code Section 14.8 et seq. (City grant regulations), and to approve the AP-2425 Budget;

2. AUTHORIZE the General Manager of LADOA, or designee, to negotiate and amend the existing agreements with various service providers, subject to the review by the City Attorney as to form and legality;

3. AUTHORIZE the Controller to:

A. Establish new accounts and appropriate within the Area Plan for Aging Title III Fund Number 395 as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02CA07	NSIP Congregate Meals III C1	\$400,688
02CA08	NSIP Home Delivered Meals III C2	\$378,509
	Total	\$779,197

B. Increase and appropriate funds within the Ombudsman Initiative Program Fund Number 46V as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
02CC03	State Health Facilities Citation Penalties Act	\$350,082
	Total	\$350,082

C. Expend funds upon proper demand of the General Manager of LADOA or designee.

4. AUTHORIZE the General Manager of LADOA, or designee, to prepare Controller's Instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement the instructions.

BACKGROUND

LADOA received notification from CDA regarding an amendment to Memorandum of Understanding AAA-2425-25 under Funding Release Memo (FRM) 2526-04, which includes \$779,197 of new NSIP funding for the nutrition program split between the Congregate Nutrition (C1) and Home-Delivered Meals (C2) programs. At the same time, FRM 2526-04 provides \$350,082 in State Health Facilities Citation Penalties Account funding to augment the Ombudsman Program.

Table 1 summarizes the proposed distribution of the additional funding received by the Department per service provider and program. In accordance with City contracting policies, the Office of the City Administrative Officer completed the Executive Directive 3 (ED3) review for service provider contracts on September 05, 2023 (CAO File No. 0150-12449-0000).

Table 1: Allocation Summary of Additional Grant Funding

ASA #	Aging Service Area (ASA)	Agency	C1 NSIP Funding	C2 NSIP Funding	Ombudsman Funding	Total Funding
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1	NorthWest Valley	ONEgeneration	\$26,285	\$24,830	\$0	\$51,115
2	NorthEast Valley	San Fernando Valley Interfaith Council	\$25,965	\$24,527	\$0	\$50,492
3	SouthWest Valley	ONEgeneration	\$36,142	\$34,142	\$0	\$70,284
4	Mid Valley	San Fernando Valley Interfaith Council	\$27,006	\$25,512	\$0	\$52,518
5	SouthEast Valley	San Fernando Valley Interfaith Council	\$22,038	\$20,818	\$0	\$42,856
6	Westside	Jewish Family Services	\$14,585	\$13,778	\$0	\$28,363
7	West Wilshire	Jewish Family Services	\$13,143	\$12,416	\$0	\$25,559
8	Northside	St. Barnabas Senior Center	\$29,731	\$28,085	\$0	\$57,816
9	Eastside	Mexican American Opportunity Foundation	\$42,433	\$40,084	\$0	\$82,517
10	City	St. Barnabas Senior Center	\$38,145	\$36,034	\$0	\$74,179
11	SouthWestern	Watts Labor Community Action Committee	\$21,517	\$20,326	\$0	\$41,843
12	West Adams	Watts Labor Community Action Committee	\$25,163	\$23,770	\$0	\$48,933
13	Central	Watts Labor Community Action Committee	\$35,180	\$33,233	\$0	\$68,413
14	South LA	Watts Labor Community Action Committee	\$24,883	\$23,505	\$0	\$48,388
15	Harbor	Wilmington Jaycees	\$18,472	\$17,449	\$0	\$35,921
Citywide	Citywide	WISE & Healthy Aging	\$0	\$0	\$350,082	\$350,082
		TOTAL	\$400,688	\$378,509	\$350,082	\$1,129,279

FISCAL IMPACT STATEMENT

There is no impact to the General Fund.

Copy of this transmittal is being forwarded to the City Attorney and the Council on Aging for concurrent review and approval.

Sincerely,


Daniel Kim (Oct 17, 2025 13:27:52 PDT)

DANIEL KIM
Acting General Manager

cc: Nicole Gougis, Assistant City Attorney
Allison Lamas, Office of the City Administrative Officer
Maria D. Gutierrez, Office of the City Administrative Officer
Tony Wilkinson, Los Angeles City Council on Aging

FIRST AMENDED AND RESTATED TO
PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF LOS ANGELES
and
[Contractor]
for
[FILL IN] SERVICES
for the Los Angeles City Department of Aging

CFDA Number	Title	Year	Award Number (FAIN)	Award Name
93.044	Title III-B Supportive Services	2025	2501CAOASS-01	Older Americans Act Title III- Supportive Services
93.045	Title III-C Nutrition Services	2025	2501CAOACM-01	Older Americans Act Title III- Congregate Services
93.045	Title III-C Nutrition Services	2025	2501CAOAHD-01	Older Americans Act Title III- Home Delivered Meals
93.053	Nutrition Services Incentive Program	2025	2501CAOANS-01	Older Americans Act -Nutrition Services Incentive Program
10.576	Senior Farmers Market Program	2025	257CACA3Y8313 257CACA3Y8314	Senior Farmers Market Program

Said Agreement is Number C-XXXXXX
Federal Award Date: 2025-2026

Award is Research and Development (R&D): ☐ Yes ☒ No

Center(s): N/A
Delivery Service Area (if applicable) Aging Service Area ASA

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EXHIBITS

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EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
EXHIBIT D	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
EXHIBIT E	CERTIFICATION REGARDING LOBBYING
EXHIBIT F	MANAGEMENT REPRESENTATION STATEMENT
EXHIBIT G	NOTICE OF PROHIBITION AGAINST RETALIATION
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EXHIBIT I	PSA FOCAL POINTS – MPC CENTERS
EXHIBIT J	SUBCONTRACTING AND PROCUREMENT
EXHIBIT K	MOU BETWEEN CITY AND CALIFORNIA DEPARTMENT OF AGING
EXHIBIT L	AREA PLAN PROGRAM GUIDE
EXHIBIT M	PROPOSITION A REQUIREMENTS
EXHIBIT N	[Add as applicable]

FIRST AMENDED AND RESTATED TO
AGREEMENT NUMBER C-XXXXXX

BETWEEN
THE CITY OF LOS ANGELES
AND

[Contractor]

FOR THE ADMINISTRATION OF THE MULTIPURPOSE SENIOR CENTER PROVIDING
SOCIAL SERVICES, NUTRITION AND TRANSPORTATION PROGRAMS

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Aging ("LADOA"), and [Contractor Name], a California nonprofit corporation ("Contractor").

1. WHEREAS, LADOA requires the services of a qualified firm to to administer services at a City multipurpose senior center, including social services, nutrition, and transportation programs for older adults; and
2. WHEREAS, pursuant to Los Angeles City Charter ("Charter") Section 1022, the City Council or its designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and
3. WHEREAS, the City has entered into an Agreement (MOU AAA-2425-25) with the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965 ("OAA"), to establish the Area Agency on Aging ("AAA") in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and
4. WHEREAS, LADOA is responsible for preparing the Annual Area Plan ("Area Plan"), which outlines progress toward a comprehensive, coordinated service system for older persons, and provides for the planning, coordination and administration of the Plan funded under Titles III-B, III-C1, III-C2, III-D, III-E, V, VII-A, and VII-B of the OAA, Proposition A - Transportation Funds, and/or City General Fund ("CGF"); and
5. WHEREAS, LADOA cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and
6. WHEREAS, the Multipurpose, Social Services, Nutrition and Transportation Project has been established by the City as one of the above described programs, and has been funded in LADOA budget by CDA and/or City pursuant to the OAA Program; and
7. WHEREAS, on April 4, 2023, City released a request for proposals (refer to Council File Number 23-0700 dated 06/30/2023) seeking service providers qualified to provide the services required in this Agreement; and
8. WHEREAS, on June 30, 2023, LADOA was authorized to enter into this Agreement (refer to Council File Number 23-0700 dated 06/30/2023); and
9. WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Numbers 25-0600, 25-

0523 and 25-0724 dated 06/06/2025, 06/11/2025 and 07/03/2025 respectively) that authorizes the General Manager of LADOA to prepare and execute the Agreement]; and

10. WHEREAS, on MM DD, 2025 the original contract was executed, and

11. WHEREAS, the City and the Contractor are desirous of amending this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXX dated MM, DD, 2025) that authorizes the General Manager of LADOA to amend the Agreement and increase funding by adding XXXX grant XXXX dollars (\$XXXX) for a total aggregate agreement amount not to exceed XXXXX dollars (\$XXXX); and

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

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

1.1.2 Contractor, a California nonprofit corporation, having its principal address at [Address].

1.2 Representatives of the Parties

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

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Daniel Kim, Acting General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

Frank Mier, Director
Los Angeles Department of Aging
Program Management Division

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

With copies to:
[Contractor Rep Name]
[Title]
[Contractor]
[Address 1]
[Address 2]
[email]
[phone number]

1.3 Notices

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

1.4 Change in Organization Representation

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on [July 1, 2025](#) and will terminate on [June 30, 2026](#), unless terminated earlier as provided herein.

2.1 Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

2.2 Grant Documents

2.2.1 Contractor shall comply with all requirements set forth in the Memorandum of Understanding between the California Department of Aging and City of Los Angeles Department of Aging for Coordination of Older Americans Act Services to Residents of Planning Service Area 25 (MOU AAA-2425-25), attached hereto as [Exhibit K](#).

2.2.2 Program Guide

2.2.2.1 In addition, a Program Guide (or Guide) has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

2.2.2.2 The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

2.2.2.3 The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

2.2.2.4 The official copy of the Program Guide shall be kept and maintained on CDA's webpage.

2.2.2.5 Contractor shall comply with all requirements set forth in the Program Guide, the most recent version of which will be available

on the CDA's webpage at:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/. A copy of the current Program Guide is attached hereto as Exhibit L.

2.2.3 Contractor shall comply with all requirements set forth in Exhibit M, attached hereto and incorporated herein, as a condition of receiving and utilizing funds from the Proposition A Local Transit Fund.

2.3 Prior to execution of this Agreement, Contractor shall provide the City with all documents required as a part of the City's contracting process. This includes, but is not limited to, all documents required for submission in connection with responses to Requests for Proposals, those required in the City's Standard Provisions, and any other such documents that are required by entities supplying grant funds supporting the scope of work as described herein this Agreement. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes

3.0 SERVICES TO BE PROVIDED

The Scope of Work shall consist of senior services provided pursuant to the OAA under Title III (parts B and C), and Proposition A which provides for social, nutrition, and transportation services to persons aged sixty (60) and older with an emphasis on serving seniors with the greatest economic or social need, and with particular attention to minorities and those who are non or limited English speaking whose income is at or below poverty. These services shall be provided at a senior Multi-Purpose Center (MPC) and/or mini senior Multi-Purpose Center (mini-MPC) (as appropriate) which serves as designated focal point(s) in each of the fifteen (15) Aging Service Areas (ASAs), and the Central Business District within the boundaries of the City of Los Angeles. The Planning and Service Area (PSA) list of focal points throughout the City of Los Angeles is attached hereto as Exhibit I and incorporated herein.

3.1 Social Service Program

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

3.1.1.1 Priority Services are divided into three sub-categories:

Access Services: Information & Assistance, Case Management,
Assisted Transportation, Transportation, Outreach,

Comprehensive Assessment, Health, Mental Health and Public Information;

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

Legal Assistance

3.1.1.2 The following services are identified as Other Support Services:

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

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

3.2 Nutrition Program

3.2.1 Title III-C meals are compliant with the Older Californians Nutrition Program Menu Guidance available at: <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnsWdwFAig%3d%3d>

3.2.2 Title III C-1 (Congregate Nutrition Services): The Congregate Nutrition Services program provides nutrition services for older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].

3.2.3 Title III C-2 (Home-Delivered Nutrition Services) The Home-Delivered Nutrition Services program provides nutrition services to frail, homebound, or isolated older individuals including meals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.

3.2.4 To-Go Meals means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.

3.2.4.1 Title III C-1 Categorization

To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.

3.2.4.2 Title III C-2 Categorization

To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

3.3 MPC Para-transit Program

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

3.4 Scope of Work

3.4.1 The detailed Scope of Work is attached hereto as Exhibit C and incorporated herein.

3.4.2 Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

3.5 Budget

3.5.1 Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget. The approved Budget documents (Budget) shall control Contractor expenditures and become an integral part of the contract.

3.5.2 The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein.

3.5.3 The Budget shall be submitted with all back-up documentation as required and/or a cost allocation plan, if necessary and appropriate.

3.5.4 The Budget shall also describe all subcontractor services to be used by Contractor and the payment procedures for subcontractors.

3.5.5 Budgets described herein shall be adhered to unless modified and approved by City in writing.

- 3.5.6 Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the City and, if applicable, must be approved by City and Grantor during the term of this Agreement to be effective. Contractor shall not expend grant funds on modified budget items until such modifications are approved by the City.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into, or may enter into, contracts with other contractors for the same services. Therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

- 5.1.1 City shall pay the Contractor an amount not to exceed Dollars (\$) for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the various funding streams as set forth in the Funding Allocation table below, and shall be spent in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, Contractor's compliance with the City's indemnification and insurance requirements, Contractor's satisfactory performance of the Scope of Work, and Contractor's compliance with the terms and conditions contained herein.

- 5.1.2 Funding allocation for the full term of this Agreement shall be as follows:

<<ASA NAME>> ASA July 1, 2025 Through June 30, 2026	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Proposition A	TOTAL FUNDS
FEDERAL FUNDS					
STATE FUNDS					
NSIP FUNDS					
CITY GENERAL FUNDS					
PROP A FUNDS					
TOTAL FUNDING					

- 5.1.3 In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
- 5.1.4 Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 9.2.1 herein.

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

5.2 Funding of Agreement

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

5.3 Payment to the Contractor

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

after City has received the monthly expenditure report and all other required documents and after City determines that the Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

5.3.4 Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

5.3.5 Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within fifteen (15) days after the termination date of this Agreement.

5.4 Stand-In Costs

Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.

5.5 Profit

Contractor shall comply with any City Directives regarding profit or return on investment.

5.6 Indirect Costs

5.6.1 Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

5.6.2 The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.

5.6.3 Contractors requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

5.6.4 Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from a federal awarding agency prior to budgeting the excess indirect costs as in-kind.

5.6.5 For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and

maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [2 CFR 200.414(a)] [45 CFR 75.414(a)].

5.7 Applicable Discounts

Contractor warrants that any applicable discounts have been included in the costs billed to the City.

5.8 Concurrent Enrollment

If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

5.9 Match Requirements

Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.

5.10 Overtime Work

Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.

5.11 Travel

All travel must be approved in advance by the City and included in the Budget.

Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with California Department of Human Resources' (CalHR) rules and regulations 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.

5.12 Reallocation of Funds

City reserves the right to unilaterally decrease funds allocated to the Contractor in the event that the City determines that (i) the Contractor has failed to provide adequate services as required in this Agreement, (ii) the Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.

5.13 Methods and Procedures Governing Payment

5.13.1 Withheld Payments

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

5.13.1.2 The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

5.13.1.3 In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within fifteen (15) days of receipt of notice from the City that such funds are due.

5.13.1.4 Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

5.14 Funds Earned Prior to the Commencement of this Agreement

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

5.15 Allowable and Unallowable Cost

5.15.1 To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200, and with the principles set forth below:

5.15.2 Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

5.15.3 Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

5.15.4 Be fully documented and determined in accordance with GAAP.

- 5.15.5 Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- 5.15.6 Certain costs and expenditures are unallowable under 2 CFR Part 200, and are not eligible for payment under this Agreement. Unallowable costs and expenditures may include, among others, the following:
- 5.15.6.1 Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.
 - 5.15.6.2 Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 - 5.15.6.3 Contributions and donations.
 - 5.15.6.4 Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
 - 5.15.6.5 Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.
 - 5.15.6.6 Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 - 5.15.6.7 Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influence legislation.
 - 5.15.6.8 Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
 - 5.15.6.9 Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding. Procedure unless specifically waived in writing by the City.
 - 5.15.6.10 Insurance policies offering protection against debts established by the federal government.
 - 5.15.6.11 Costs prohibited by §200.450 and 42 CFR Part 93 include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

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

5.15.6.13 Grant funds may not be used to supplant existing Services.

5.16 False Claim Act

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

6.0 PROGRAM INCOME

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

6.2 Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

6.3 Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

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

6.5 Return of Program Income

Contractor shall, within fifteen (15) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

7.0 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

7.1 Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or

unearned funds, shall be immediately returned to the City and in no event later than fifteen (15) days after completion or termination.

- 7.2 Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within fifteen (15) days following the termination or completion of this Agreement. Failure by Contractor to comply with the fifteen (15) day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the fifteen (15) days shall not be paid by the City, unless a written extension of deadline is granted.

8.0 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

9.0 GRANT REPORTING REQUIREMENTS - FISCAL REPORTING

9.1 General Reporting

Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

9.2 Program Reporting

Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

9.2.1 Monthly Fiscal Report

9.2.1.1 Expenditure Report – Due on or before the tenth (10th) 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.

9.2.1.2 Cash Request – Due on or before the tenth (10th) day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the fifth (5th) day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the two (2) months preceding the month for which the cash is requested.

9.2.2 Closeout Report

9.2.2.1 Within fifteen (15) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

9.2.2.2 In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the fifteen (15) day closeout date following the termination of this Agreement, unless a written extension of this deadline is granted. The City shall provide to Contractor the City closeout forms at least thirty (30) days before termination of the Agreement.

9.3 Adherence to Fiscal Reporting Policy

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

10.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations, including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

11.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor

by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

12.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

12.1 Confidentiality of Information

12.1.1 Grantor, City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

12.1.2 City and Contractor agree that:

12.1.2.1 Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

12.1.2.2 Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.

12.1.2.3 Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.

- 12.1.2.3.1 Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
- 12.1.2.3.2 Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
- 12.1.2.3.3 Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- 12.1.2.4 Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
- 12.1.2.5 Contractor shall notify City within twenty-four (24) hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - 12.1.2.5.1 Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
 - 12.1.2.5.2 If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- 12.1.2.6 Contractor shall provide for the management and control of physical access to information assets (including personal

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

12.1.2.7 At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

12.1.2.8 Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

12.1.2.9 Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

12.1.2.10 Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

12.1.2.11 All client information submitted over electronic means to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business or if a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the

end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.

12.1.2.12 Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

12.1.2.13 The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

12.1.2.14 Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

12.2 Restriction on Disclosures

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

12.3 Management Information System Records and Reports

12.3.1 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 Client Tracking System (CTS) prescribed by the City for this purpose.

12.3.2 City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment,

training services, placement activities, wages, business/job creation, and post-program services status.

12.3.3 City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

13.0 GRANT REQUIREMENTS

13.1 Prohibition Against Duplication of Benefits

The “duplication of benefits” occurs when financial assistance is provided to a person or entity through a program, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source, and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

13.2 Maintenance of Records

13.2.1 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. All such records, including confidential records, must be maintained and made available by the AAA: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA’s Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as CDA deems necessary. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. See 2 CFR Section 200.334 – 200.338.

13.2.2 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.

13.3 Customer/Applicant Files

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) progress reports; 5) counseling documents; 6) exit documents; 7) documentation of follow-up services; 8) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; and 9) documentation of supportive services received.

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

13.4 Equipment Records

13.4.1 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 and is expected to have a useful life of one year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, computing devices, personal computers (monitors and CPU's), terminals, and printers.

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

13.4.2 All equipment obtained under this Agreement shall require justification from the Contractor and approval from the City.

13.4.3 All equipment obtained under this Agreement shall have a City or State identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

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

13.5 Purchase or Lease of Equipment or Facilities

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

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

13.5.1 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.

13.5.2 Purchase of Equipment

All equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. All property real and personal, purchased under this Agreement with grant funds and of over \$5,000 in value shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

13.5.3 Disposal of Property

13.5.3.1 Prior to disposal of any property purchased by the Contractor with funds provided in support of services outlined within this Agreement or any predecessor Agreement, Contractor must obtain approval from LADOA for all reportable property as defined in 13.4 of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from LADOA. Contractor shall submit to LADOA a Request to Dispose of Property (CDA 248). LADOA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from LADOA, the item(s) shall be removed from the Contractor’s inventory report. Property is not to be disposed of until approved by LADOA. Contractor will be liable for repayment of purchase price of equipment if it disposes of equipment without prior approval from LADOA.

13.5.3.2 Contractor must remove all confidential, sensitive, or personal information from property purchased with funds under this Agreement 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, cell or smart phones, multi-function printers, and laptops.

13.5.4 Lease of Property or Facilities

13.5.4.1 All lease agreements shall incorporate the following provisions:

13.5.4.1.1 All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.

13.5.4.1.2 All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

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

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

13.5.4.2 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.

13.5.4.3 Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

13.5.4.4 Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

13.6 Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code [LAAC], Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any

Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision.

13.7 Accounting Practices

13.7.1 Contractor shall maintain a system of Internal Controls in accordance with standard accounting practices.

13.7.1.1 In accordance with GAAP and City Directives, financial systems shall include:

13.7.1.1.1 Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

13.7.1.1.2 Effective internal controls to safeguard assets and assure their proper use;

13.7.1.1.3 A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

13.7.1.1.4 Source documentation, which includes, but is not limited to, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans, shall be maintained to support accounting records;

13.7.1.1.5 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

13.7.1.1.6 "Internal Control" for the purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

13.7.1.2 Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

13.8 Documentation of Expenditures

- 13.8.1 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.
- 13.8.2 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.
- 13.8.3 Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at Contractor's office.

13.9 Audits and Inspections

- 13.9.1 At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State or the City may deem necessary, the Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- 13.9.2 Access by the Grantor, City, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- 13.9.3 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 \$1,000,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Parts 200 and 2900 (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

- 13.9.4 Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- 13.9.5 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.
- 13.9.6 Contractor, not later than thirty (30) days following receipt of the final audit report and within nine months after the close of Contractor's fiscal year, shall submit a copy of the report to LADOA's Financial Management Division.
- 13.9.7 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.
- 13.9.8 If the expenditures under all federal programs are less than \$1,000,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- 13.9.9 In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- 13.9.10 City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
 - 13.9.10.1 Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LADOA, and/or
 - 13.9.10.2 Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- 13.9.11 City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

- 13.9.12 City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- 13.9.13 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.
- 13.9.14 Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

13.10 Required Statements on Publications

Contractor shall assure that materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- 13.10.1 Include the statement, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- 13.10.2 Give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

13.11 Press Releases - Public Information

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

13.12 Notice to City of Labor Disputes

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

13.13 Listing of Contractor's Employment Opportunities with EDD

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

13.14 Technical Assistance

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

13.15 Prohibition of Legal Proceedings

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

13.16 Administrative Hearing for Denial of Client Benefits by Contractor - If Applicable

13.16.1 Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

13.16.2 The client may withdraw a request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

13.17 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.

13.17.1 Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

13.17.2 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.

- 13.17.3 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.
- 13.17.4 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.
- 13.17.5 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.
- 13.17.6 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.
- 13.17.7 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.

13.18 Child Abuse

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

14.0 SUBCONTRACT AND PROCUREMENT PROCEDURES

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

subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

15.0 REMEDIES

15.1 Defaults

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

15.1.1 Notify Contractor of performance deficiencies in accordance with Section 15.2 of this Agreement.

15.1.2 Withhold the release of funds.

15.1.3 Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

15.1.4 Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

15.1.5 Require Contractor to secure at its own expense the services of independent experts.

15.1.6 Require specific performance progress reports for identified time periods.

15.1.7 Reduce compensation within the scope of the City's reallocation policy.

15.1.8 Suspend operations in accordance with Section 15.3 below of this Agreement.

15.1.9 Terminate the Agreement.

15.2 Notice to Correct Performance

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

15.2.2 Within five working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.

15.2.3 Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

15.3 Suspension of the Agreement

15.3.1 City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of the City's written notice.

15.3.2 This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

15.3.3 Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

15.4 Termination of Agreement

15.4.1 At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a thirty (30) day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

15.4.2 Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

15.4.3 Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

15.4.4 In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

- 15.4.5 Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.
- 15.4.6 City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.
- 15.4.7 Subsections 15.4.2 through 15.4.6 above shall also apply to Agreements terminating upon the date specified in Section 2.0 of the foregoing Agreement or upon completion of performance of this Agreement.
- 15.4.8 This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.
- 15.4.9 In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 15.4.10 If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

15.5 Notices of Suspension or Termination

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

15.6 Survival of Terms and Conditions

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

16.0 MISCELLANEOUS

16.1 Requirements Apply To All Subcontractors

The Contractor will ensure that the requirements of this Agreement are provided to and apply to all subcontractors of this Agreement.

16.2 Continued Requirements

The requirements of this Section 16.1, and 16.2 survive termination of the Agreement.

16.3 Changes

Notwithstanding any other provision of this Contract, any changes or additions to this Contract, including changes that would increase the City's total obligation above the amount specified in Section 5.1 must be made by written amendment. The City will not be obligated to pay for any changes made in violation of this Section.

16.4 Border Wall Bid Disclosure

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

17.0 STANDARD PROVISIONS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which are attached to this Agreement as Attachment A and incorporated herein by reference

17.1 Nondiscrimination and Affirmative Action

Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with

all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

17.1.1 Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

17.1.2 No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

17.1.3 Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

17.2 Conflict of Interest

17.2.1 No City-funded Employees as Board Members

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

17.2.2 Code of Conduct

17.2.2.1 City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in Section 17.2.2 herein. The Code shall be submitted to the City for approval prior to execution of this Agreement.

17.2.2.2 Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

17.2.2.3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director,

officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

17.2.2.3.1 A member of such person's Immediate family, or domestic partner or organization has a financial interest in the subcontract;

17.2.2.3.2 The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

17.2.2.3.3 The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

17.2.2.4 Definitions:

17.2.2.4.1 The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

17.2.2.4.2 The term "financial or other interest" includes, but is not limited to:

17.2.2.4.2.1 Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

17.2.2.4.2.2 Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

17.2.2.4.3 A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

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

18.0 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and

repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

18.1 Statutes and Regulations Applicable To All Grant Contracts

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

18.1.1 OMB Circulars

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

18.1.2 Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see Section 13.9.3 for additional audit requirements.

18.1.3 Political and Sectarian Activity Prohibited

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

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

18.2 Labor

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

18.3 Civil Rights

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

- 18.3.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin.
- 18.3.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- 18.3.3 §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
- 18.3.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- 18.3.5 The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

- 18.3.6 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 18.3.7 §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 18.3.8 Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- 18.3.9 Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- 18.3.10 The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 18.3.11 P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 18.3.12 Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- 18.3.13 The Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.
- 18.3.14 The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

18.4 Environmental

- 18.4.1 Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 18.4.2 Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).

18.4.3 Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

18.4.4 Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18.4.5 Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

18.4.6 Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

18.4.7 By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

18.4.8 Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

18.5 Preservation

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

18.6 Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto.

Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

18.7 Drug-Free Workplace

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

18.8 Animal Welfare

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

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

18.10 Public Law 103-227, Part C-Environmental Tobacco Smoke

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

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

18.11 Public Law 103-333, §507

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

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

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

18.14 Mandatory Disclosures

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

18.15 Statutes and Regulations Applicable to This Grant Agreement

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

18.15.1 Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

18.15.2 Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

18.15.3 Federal Acquisition Regulation, 48 CFR, Part 31.

18.15.4 City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

18.15.5 Sweat-free Code of Conduct

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

Relations or City to determine compliance with the foregoing requirements.

18.15.6 State Nondiscrimination Clause

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

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

18.15.7 Traveling Expenses

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

18.15.8 National Labor Relations Board Certification

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

18.15.9 Contractors for Legal Services \$50,000.00 or more – Pro Bono Requirement

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

18.15.10 Expatriate Corporations

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

19.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: (i) the body of this Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), (iv) any attachments to this Agreement that relate to funding received from a source other than the City, and (v) other attachments or exhibits hereto.

20.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

21.0 SIGNATURE PAGE+

IN WITNESS WHEREOF, the City of Los Angeles and the [NAME OF CONTRACTOR] have caused this Agreement for the ADMINISTRATION OF THE MULTIPURPOSE SENIOR CENTER PROVIDING SOCIAL SERVICES, NUTRITION AND TRANSPORTATION PROGRAMS to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Assistant

City

By:

[NAME OF CITY ATTORNEY]

[NAME OF GM]

Attorney

General Manager

Los Angeles Department of Aging

Date: _____

Date:

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

For: [NAME OF CONTRACTOR]

* Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President; AND one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

2) One signature of a Corporate-designated individual together with properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____

Date: _____

By:

(Contractor's Corporate Seal)

[NAME OF CONTRACTOR REP 1]

[Title of Contractor Rep 1]

Date: ____

By:

[NAME OF CONTRACTOR REP 2]

[Title of Contractor Rep2]

Date: _____

UEI Number:

City Business License Number: [BTRC Number]

Internal Revenue Service Taxpayer Identification Number: [Number]

Said Agreement is Number [Contract Number] of City Contracts, FIRST Amended and Restated

FIRST AMENDED AND RESTATED TO
PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

WISE & HEALTHY AGING

for

THE LONG TERM CARE OMBUDSMAN, ELDER ABUSE PREVENTION, AND OMBUDSMAN
INITIATIVE SERVICES

for the Los Angeles City Department of Aging

CFDA Number	Title	Year	Award Number (FAIN)	Award Name
93.041	Title VII: Elder Abuse Prevention	2025	2501CAOAEA-00	Older Americans Act Title VII- Ombudsman
93.042	Title VII: Long Term Care Ombudsman Services	2025	2501CAOAOM-010	Older Americans Act Title VII-Elder Abuse Protection

Said Agreement is Number C-

Federal Award Date: 2025-2026

Award is Research and Development (R&D): ☐ Yes ☒ No

Center(s): Citywide

Delivery Service Area (if applicable): Citywide Aging Service Area

Professional Services Agreement
THE LONG TERM CARE OMBUDSMAN, ELDER ABUSE PREVENTION, AND OMBUDSMAN
INITIATIVE SERVICES

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EXHIBITS

EXHIBIT A	STANDARD CITY PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
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EXHIBIT E	CERTIFICATION REGARDING LOBBYING
EXHIBIT F	MANAGEMENT REPRESENTATION STATEMENT
EXHIBIT G	NOTICE OF PROHIBITION AGAINST RETALIATION
EXHIBIT H	INVENTIONS, PATENTS, AND COPYRIGHTS
EXHIBIT I	PSA FOCAL POINTS – MPC CENTERS
EXHIBIT J	SUBCONTRACTING AND PROCUREMENT
EXHIBIT K	MOU BETWEEN CITY AND CALIFORNIA DEPARTMENT OF AGING
EXHIBIT L	AREA PLAN PROGRAM GUIDE

FIRST AMENDED AND RESTATED TO
AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
WISE & HEALTHY AGING
FOR THE ADMINISTRATION OF THE OMBUDSMAN SERVICES AND ELDER ABUSE
PREVENTION, EDUCATION, AND TRAINING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Aging ("LADOA"), and **Wise & Healthy Aging**, a California nonprofit corporation ("Contractor").

1. WHEREAS, LADOA requires the services of a qualified firm to administer services at a City multipurpose senior center, including social services, nutrition, and transportation programs for older adults; and
2. WHEREAS, pursuant to Los Angeles City Charter ("Charter") Section 1022, the City Council or its designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and
3. WHEREAS, the City has entered into an Agreement (MOU AAA-2425-25) with the California Department of Aging (State and CDA interchangeably), pursuant to the Older Americans Act of 1965 ("OAA"), to establish the Area Agency on Aging ("AAA") in order to improve social, physical, and economic conditions of older citizens in the City of Los Angeles; and
4. WHEREAS, LADOA is responsible for preparing the Annual Area Plan ("Area Plan"), which outlines progress toward a comprehensive, coordinated service system for older persons, and provides for the planning, coordination and administration of the Plan funded under Titles III-B, III-C1, III-C2, III-D, III-E, V, VII-A, and VII-B of the OAA, Proposition A - Transportation Funds, and/or City General Fund ("CGF"); and
5. WHEREAS, LADOA cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and
6. WHEREAS, the Ombudsman Services and Elder Abuse Prevention, Education, and Training Project has been established by the City as one of the above described programs and has been funded in LADOA budget by CDA pursuant to the OAA Program; and
7. WHEREAS, on April 4, 2023, City released a request for proposals (refer to Council File Number 23-0700 dated 06/30/2023) seeking service providers qualified to provide the services required in this Agreement; and
8. WHEREAS, on June 30, 2023, LADOA was authorized to enter into this Agreement (refer to Council File Number 23-0700 dated 06/30/2023); and
9. WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Numbers 25-0600 and 25-

0724 dated 06/06/2025 and 07/03/2025 respectively) that authorizes the General Manager of LADOA to prepare and execute the Agreement; and

10. WHEREAS, on MM DD, 2025 the original contract was executed, and

11. WHEREAS, the City and the Contractor are desirous of amending this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXX dated MM, DD, 2025) that authorizes the General Manager of LADOA to amend the Agreement and increase funding by adding XXXX grant XXXX dollars (\$XXXX) for a total aggregate agreement amount not to exceedXXXXXX dollars (\$XXXX); and

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

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

1.1.2 Contractor, a California nonprofit corporation, having its principal address at 1527 4th Street 2nd Floor Santa Monica, California 90401

1.2 Representatives of the Parties

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

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

Frank Mier, Director
Los Angeles Department of Aging
Program Management Division

1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

With copies to:
[Molly Davies, President and CEO](#)
[Wise & Healthy Aging](#)
[1527 4th Street 2nd Floor](#)
[Santa Monica, California 90401](#)
mdavies@wiseandhealthyaging.org
[310-394-9871](tel:310-394-9871)

1.3 Notices

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

1.4 Change in Organization Representation

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on July 1, 2025 and will terminate on June 30, 2026, unless terminated earlier as provided herein.

2.1 Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this contract. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

2.2 Grant Documents

2.2.1 Contractor shall comply with all requirements set forth in the Memorandum of Understanding between the California Department of Aging and City of Los Angeles Department of Aging for Coordination of Older Americans Act Services to Residents of Planning Service Area 25 (MOU AAA-2425-25), attached hereto as Exhibit K.

2.2.2 Program Guide

2.2.2.1 In addition, a Program Guide (or Guide) has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

2.2.2.2 The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

2.2.2.3 The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

2.2.2.4 The official copy of the Program Guide shall be kept and maintained on CDA's webpage.

2.2.2.5 Contractor shall comply with all requirements set forth in the Program Guide, the most recent version of which will be available on the CDA's webpage at: https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/. A copy of the current Program Guide is attached hereto as Exhibit L.

2.2.3 Contractor shall comply with all requirements set forth in Exhibit M, attached hereto and incorporated herein, as a condition of receiving and utilizing funds from the Proposition A Local Transit Fund.

2.3 Prior to execution of this Agreement, Contractor shall provide the City with all documents required as a part of the City's contracting process. This includes, but is not limited to, all documents required for submission in connection with responses to Requests for Proposals, those required in the City's Standard Provisions, and any other such documents that are required by entities supplying grant funds supporting the scope of work as described herein this Agreement. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes

3.0 SERVICES TO BE PROVIDED

The Scope of Work shall consist of senior services provided pursuant to the OAA under Title III (Part B) and VII (Parts A and B).

3.1 Eligible Service Population

3.1.1 Contractor is to provide services to the individuals, regardless of age, living in Long Term Care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), regardless of their socio-economic status or area of residence.

3.2 Long Term Care Ombudsman Program – OAA Title III-B and VII-A

3.2.1 Contractor shall identify, investigate and resolve complaints made by and for older persons and dependent adults in long term care facilities, such as skilled nursing facilities (SNF) and residential care facilities for the elderly (RCFE), that relate to action or inaction on the part of a facility that impacts the quality of care and quality of life of residents and which may adversely affect their health, safety, welfare or rights.

3.2.2 The Contractor will carry out the elder abuse programs with respect to the prevention, abuse, neglect and exploitation of individuals.

3.2.3 The Contractor shall be required to maintain a regular presence in SNF and RCFE, commonly referred to as assisted living or board and care facilities.

3.2.4 Contractor shall provide technical assistance to senior multipurpose centers, when requested, in planning and implementing the Long Term Care Ombudsman Program within their respective Aging Service Areas.

3.3 Elder Abuse Prevention Program – OAA Title VII-B

3.3.1 The Contractor shall be responsible for planning, coordinating and implementing a training program for service providers including professional and paraprofessionals in identification, prevention, treatment, and intervention of elder abuse, neglect, and exploitation (including financial exploitation).

3.3.2 The Contractor shall be responsible for providing public education and outreach to identify, prevent and to provide resources for those who may become victims of elder abuse, neglect, financial abuse and exploitation and identity theft.

3.4 Scope of Work

3.4.1 The detailed Scope of Work is attached hereto as Exhibit C and incorporated herein.

3.4.2 Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

3.5 Budget

3.5.1 Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed budget. The approved Budget documents (Budget) shall control Contractor expenditures and become an integral part of the contract.

3.5.2 The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein.

3.5.3 The Budget shall be submitted with all back-up documentation as required and/or a cost allocation plan, if necessary and appropriate.

3.5.4 The Budget shall also describe all subcontractor services to be used by Contractor and the payment procedures for subcontractors.

3.5.5 Budgets described herein shall be adhered to unless modified and approved by City in writing.

- 3.5.6 Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the City and, if applicable, must be approved by City and Grantor during the term of this Agreement to be effective. Contractor shall not expend grant funds on modified budget items until such modifications are approved by the City.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into, or may enter into, contracts with other contractors for the same services. Therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

- 5.1.1 City shall pay the Contractor an amount not to exceed One Million One Hundred Fifty-Eight Thousand Two Hundred Thirty-One Dollars **Dollars (\$1,158,231)** for the complete and satisfactory performance of the Scope of Work. Such funds shall be allocated from the various funding streams as set forth in the Funding Allocation table below, and shall be spent in accordance with the approved Budget. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, Contractor's compliance with the City's indemnification and insurance requirements, Contractor's satisfactory performance of the Scope of Work, and Contractor's compliance with the terms and conditions contained herein.

- 5.1.2 Funding allocation for the full term of this Agreement shall be as follows:

CITYWIDE July 1, 2025 - June 30, 2026	12 MONTH OAA FUNDS	CITY GENERA L FUNDS	Amend ment	TOTAL FUNDIN G
Title III-B Ombudsman	\$63,995	\$0		\$63,995
State General Fund III-B	\$178,603	\$0		\$178,603
State General Fund III-B Augmentation	\$433,284	\$0		\$433,284
Public Health L & C Program Fund	\$33,330	\$0		\$33,330
State Health Facilities Citation Penalties Act	\$127,664	\$0		\$127,664
SNF: Quality and Accountability	\$158,315	\$0		\$158,315
Title VII(a) Ombudsman	\$112,574	\$0	TBD	\$112,574
Title VII(b) Elder Abuse	\$47,449	\$3,017		\$50,466

TOTAL FUNDS	\$1,155,214	\$3,017		\$1,158,231
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- 5.1.3 In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
- 5.1.4 Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 9.2.1 herein.
- 5.1.5 Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
- 5.1.6 City shall pay the Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
- 5.1.7 Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.
- 5.1.8 If applicable, Contractor is required to provide a 10% match of the total net funding amount (total program funding less non-matching share and program income) for programs funded through the OAA. Match must be reflected in the approved budget and incorporated herein by reference. Matching funds must be fully documented and are subject to City audit.

5.2 Funding of Agreement

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

5.3 Payment to the Contractor

5.3.1 The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review the Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth

above in compliance with the provisions set forth in this Agreement, upon written notice to the Contractor and as set forth by a written amendment.

5.3.2 Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. The Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

5.3.3 Contractors not on an advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. The Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that the Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

5.3.4 Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

5.3.5 Contractor shall submit a final closeout fiscal report, pursuant to City's guidelines as set forth by LADOA's Financial Management Division, showing final expenditures and other documents as required by City within fifteen (15) days after the termination date of this Agreement.

5.4 Stand-In Costs

Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.

5.5 Profit

Contractor shall comply with any City Directives regarding profit or return on investment.

5.6 Indirect Costs

5.6.1 Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

5.6.2 The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.

5.6.3 Contractors requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

5.6.4 Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from a federal awarding agency prior to budgeting the excess indirect costs as in-kind.

5.6.5 For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [2 CFR 200.414(a)] [45 CFR 75.414(a)].

5.7 Applicable Discounts

Contractor warrants that any applicable discounts have been included in the costs billed to the City.

5.8 Concurrent Enrollment

If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

5.9 Match Requirements

Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, the Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.

5.10 Overtime Work

Unless specifically stated herein or authorized by the City in writing, the Contractor shall not incur overtime work expenditures.

5.11 Travel

All travel must be approved in advance by the City and included in the Budget.

Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with California Department of Human Resources' (CalHR) rules and regulations 2 C.F.R. §200.474. All travel, including out-of-state travel not included in the Budget, shall not be reimbursed without prior written authorization from LADOA.

5.12 Reallocation of Funds

City reserves the right to unilaterally decrease funds allocated to the Contractor in the event that the City determines that (i) the Contractor has failed to provide adequate services as required in this Agreement, (ii) the Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to the Contractor.

5.13 Methods and Procedures Governing Payment

5.13.1 Withheld Payments

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

5.13.1.2 The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

5.13.1.3 In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within fifteen (15) days of receipt of notice from the City that such funds are due.

5.13.1.4 Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

5.14 Funds Earned Prior to the Commencement of this Agreement

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

5.15 Allowable and Unallowable Cost

5.15.1 To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R., Parts 200, and with the principles set forth below:

5.15.2 Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

5.15.3 Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

5.15.4 Be fully documented and determined in accordance with GAAP.

5.15.5 Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

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

5.15.6.1 Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

5.15.6.2 Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

5.15.6.3 Contributions and donations.

5.15.6.4 Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

5.15.6.5 Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

5.15.6.6 Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

5.15.6.7 Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influence legislation.

5.15.6.8 Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

5.15.6.9 Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding. Procedure unless specifically waived in writing by the City.

5.15.6.10 Insurance policies offering protection against debts established by the federal government.

5.15.6.11 Costs prohibited by §200.450 and 42 CFR Part 93 include lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

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

5.15.6.13 Grant funds may not be used to supplant existing Services.

5.16 False Claim Act

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

6.0 PROGRAM INCOME

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

6.2 Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

6.3 Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures

relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

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

6.5 Return of Program Income

Contractor shall, within fifteen (15) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

7.0 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- 7.1 Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than fifteen (15) days after completion or termination.

- 7.2 Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within fifteen (15) days following the termination or completion of this Agreement. Failure by Contractor to comply with the fifteen (15) day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the fifteen (15) days shall not be paid by the City, unless a written extension of deadline is granted.

8.0 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

9.0 GRANT REPORTING REQUIREMENTS - FISCAL REPORTING

9.1 General Reporting

Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.

9.2 Program Reporting

Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

9.2.1 Monthly Fiscal Report

9.2.1.1 Expenditure Report – Due on or before the tenth (10th) 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.

9.2.1.2 Cash Request – Due on or before the tenth (10th) day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the fifth (5th) day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the two (2) months preceding the month for which the cash is requested.

9.2.2 Closeout Report

9.2.2.1 Within fifteen (15) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

9.2.2.2 In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally close out the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the fifteen (15) day closeout date following the termination of this Agreement, unless a written extension of this deadline is granted. The City shall provide to Contractor the City closeout forms at least thirty (30) days before termination of the Agreement.

9.3 Adherence to Fiscal Reporting Policy

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

10.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations, including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

11.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

12.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City.

12.1 Confidentiality of Information

12.1.1 Grantor, City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

12.1.2 City and Contractor agree that:

- 12.1.2.1 Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.
- 12.1.2.2 Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of this information.
- 12.1.2.3 Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in its original, or in any other form for any purpose other than those specifically identified in this Agreement.
 - 12.1.2.3.1 Aggregate summaries: All reports and/or publications developed by the sub-grantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - 12.1.2.3.2 Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - 12.1.2.3.3 Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- 12.1.2.4 Each party agrees that no disaggregate data identifying individuals or employers shall be released to outside parties or to the public.
- 12.1.2.5 Contractor shall notify City within twenty-four (24) hours of initial detection of any actual or attempted information security incidents. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

- 12.1.2.5.1 Contractor shall cooperate with the City in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.
- 12.1.2.5.2 If the Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- 12.1.2.6 Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- 12.1.2.7 At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- 12.1.2.8 Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- 12.1.2.9 Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- 12.1.2.10 Each party shall promptly return to the other party confidential information when its use ends, or shall destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or

witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- 12.1.2.11 All client information submitted over electronic means to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or Advance Encryption Standard (AES) data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business or if a subcontractor obtains confidential information as an agent of the City, the subcontract must specifically state the purpose for the data collection, state the term of records retention, and be directly related to the purpose and use of the information. In accordance with 2 CFR Parts 200 and 2900 (DOL Exceptions), social security numbers and other client-specific information shall not be retained for more than three years after a client completes services. City shall extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records shall be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.
- 12.1.2.12 Client information (personal information that identifies a client, such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- 12.1.2.13 The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- 12.1.2.14 Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information

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

12.2 Restriction on Disclosures

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

12.3 Management Information System Records and Reports

12.3.1 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 Client Tracking System (CTS) prescribed by the City for this purpose.

12.3.2 City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

12.3.3 City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

13.0 GRANT REQUIREMENTS

13.1 Prohibition Against Duplication of Benefits

The "duplication of benefits" occurs when financial assistance is provided to a person or entity through a program, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source, and the total amount received exceeds the total need for those costs. Contractor must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

13.2 Maintenance of Records

13.2.1 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. All such records, including confidential records, must be maintained and made available by the AAA:

(1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as CDA deems necessary. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records. See 2 CFR Section 200.334 – 200.338.

13.2.2 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.

13.3 Customer/Applicant Files

Contractor shall complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) progress reports; 5) counseling documents; 6) exit documents; 7) documentation of follow-up services; 8) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; and 9) documentation of supportive services received.

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

13.4 Equipment Records

- 13.4.1 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 and is expected to have a useful life of one year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, computing devices, personal computers (monitors and CPU's), terminals, and printers.

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

- 13.4.2 All equipment obtained under this Agreement shall require justification from the Contractor and approval from the City.

- 13.4.3 All equipment obtained under this Agreement shall have a City or State identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

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

13.5 Purchase or Lease of Equipment or Facilities

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

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

13.5.1 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.

13.5.2 Purchase of Equipment

All equipment shall be purchased and used in accordance with 2 CFR Parts 200.313 and 200.439. All property real and personal, purchased under this Agreement with grant funds and of over \$5,000 in value shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

13.5.3 Disposal of Property

13.5.3.1 Prior to disposal of any property purchased by the Contractor with funds provided in support of services outlined within this Agreement or any predecessor Agreement, Contractor must obtain approval from LADOA for all reportable property as defined in 13.4 of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from LADOA. Contractor shall submit to LADOA a Request to Dispose of Property (CDA 248). LADOA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from LADOA, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until approved by LADOA. Contractor will be liable for repayment of purchase price of equipment if it disposes of equipment without prior approval from LADOA.

13.5.3.2 Contractor must remove all confidential, sensitive, or personal information from property purchased with funds under this Agreement 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, cell or smart phones, multi-function printers, and laptops.

13.5.4 Lease of Property or Facilities

13.5.4.1 All lease agreements shall incorporate the following provisions:

13.5.4.1.1 All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.

13.5.4.1.2 All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

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

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

13.5.4.2 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.

13.5.4.3 Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

13.5.4.4 Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

13.6 Zero Waste Ordinance

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

13.7 Accounting Practices

13.7.1 Contractor shall maintain a system of Internal Controls in accordance with standard accounting practices.

13.7.1.1 In accordance with GAAP and City Directives, financial systems shall include:

13.7.1.1.1 Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

13.7.1.1.2 Effective internal controls to safeguard assets and assure their proper use;

13.7.1.1.3 A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

13.7.1.1.4 Source documentation, which includes, but is not limited to, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans, shall be maintained to support accounting records;

13.7.1.1.5 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

13.7.1.1.6 "Internal Control" for the purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

13.7.1.2 Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

13.8 Documentation of Expenditures

13.8.1 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.

13.8.2 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.

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

13.9 Audits and Inspections

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

13.9.2 Access by the Grantor, City, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

13.9.3 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 \$1,000,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Parts 200 and 2900 (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

13.9.4 Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

- 13.9.5 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.
- 13.9.6 Contractor, not later than thirty (30) days following receipt of the final audit report and within nine months after the close of Contractor's fiscal year, shall submit a copy of the report to LADOA's Financial Management Division.
- 13.9.7 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.
- 13.9.8 If the expenditures under all federal programs are less than \$1,000,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- 13.9.9 In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- 13.9.10 City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
- 13.9.10.1 Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LADOA, and/or
- 13.9.10.2 Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- 13.9.11 City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- 13.9.12 City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of

fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

13.9.13 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.

13.9.14 Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

13.10 Required Statements on Publications

Contractor shall assure that materials published or transferred by the Contractor and financed with funds under this Agreement shall:

13.10.1 Include the statement, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

13.10.2 Give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

13.11 Press Releases - Public Information

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

13.12 Notice to City of Labor Disputes

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

13.13 Listing of Contractor's Employment Opportunities with EDD

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

13.14 Technical Assistance

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

13.15 Prohibition of Legal Proceedings

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

13.16 Administrative Hearing for Denial of Client Benefits by Contractor - If Applicable

13.16.1 Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

13.16.2 The client may withdraw a request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

13.17 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.

13.17.1 Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

13.17.2 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.

- 13.17.3 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.
- 13.17.4 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.
- 13.17.5 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.
- 13.17.6 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.
- 13.17.7 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.

13.18 Child Abuse

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

14.0 SUBCONTRACT AND PROCUREMENT PROCEDURES

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

15.0 REMEDIES

15.1 Defaults

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

15.1.1 Notify Contractor of performance deficiencies in accordance with Section 15.2 of this Agreement.

15.1.2 Withhold the release of funds.

15.1.3 Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

15.1.4 Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

15.1.5 Require Contractor to secure at its own expense the services of independent experts.

15.1.6 Require specific performance progress reports for identified time periods.

15.1.7 Reduce compensation within the scope of the City's reallocation policy.

15.1.8 Suspend operations in accordance with Section 15.3 below of this Agreement.

15.1.9 Terminate the Agreement.

15.2 Notice to Correct Performance

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

15.2.2 Within five working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.

15.2.3 Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

15.3 Suspension of the Agreement

15.3.1 City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of the City's written notice.

15.3.2 This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

15.3.3 Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

15.4 Termination of Agreement

15.4.1 At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies provided herein prior to issuing a thirty (30) day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

15.4.2 Contractor shall retain and dispose of all customers' documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished

documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

15.4.3 Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

15.4.4 In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

15.4.5 Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

15.4.6 City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.

15.4.7 Subsections 15.4.2 through 15.4.6 above shall also apply to Agreements terminating upon the date specified in Section 2.0 of the foregoing Agreement or upon completion of performance of this Agreement.

15.4.8 This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.

15.4.9 In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

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

15.5 Notices of Suspension or Termination

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

15.6 Survival of Terms and Conditions

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

16.0 MISCELLANEOUS

16.1 Requirements Apply To All Subcontractors

The Contractor will ensure that the requirements of this Agreement are provided to and apply to all subcontractors of this Agreement.

16.2 Continued Requirements

The requirements of this Section 16.1, and 16.2 survive termination of the Agreement.

16.3 Changes

Notwithstanding any other provision of this Contract, any changes or additions to this Contract, including changes that would increase the City's total obligation above the amount specified in Section 5.1 must be made by written amendment. The City will not be obligated to pay for any changes made in violation of this Section.

16.4 Border Wall Bid Disclosure

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

17.0 STANDARD PROVISIONS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which are attached to this Agreement as Attachment A and incorporated herein by reference

17.1 Nondiscrimination and Affirmative Action

Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), Contractor shall comply with the Equal Employment Practices provisions of Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

17.1.1 Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

17.1.2 No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

17.1.3 Contractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this contract. Contractor acknowledges its responsibility to comply with any and all ND/EEP and AA provisions as set forth in the applicable statutes, ordinances, rules, regulations, and/or laws.

17.2 Conflict of Interest

17.2.1 No City-funded Employees as Board Members

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

17.2.2 Code of Conduct

17.2.2.1 City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in Section 17.2.2 herein. The Code shall be submitted to the City for approval prior to execution of this Agreement.

17.2.2.2 Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

17.2.2.3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

17.2.2.3.1 A member of such person's Immediate family, or domestic partner or organization has a financial interest in the subcontract;

17.2.2.3.2 The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

17.2.2.3.3 The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 *et seq.*) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

17.2.2.4 Definitions:

17.2.2.4.1 The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

17.2.2.4.2 The term "financial or other interest" includes, but is not limited to:

17.2.2.4.2.1 Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

17.2.2.4.2.2 Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

17.2.2.4.3 A “subcontract” is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

17.2.2.5 Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

17.2.2.6 No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.

17.2.2.7 Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

17.2.2.8 Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.

17.2.2.9 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

17.2.2.10 Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

17.2.2.11 Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

17.2.2.12 Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with

this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor."

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

18.0 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

18.1 Statutes and Regulations Applicable To All Grant Contracts

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

18.1.1 OMB Circulars

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

18.1.2 Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see Section 13.9.3 for additional audit requirements.

18.1.3 Political and Sectarian Activity Prohibited

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

for any sectarian purpose or to support or benefit any sectarian activity.

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

18.2 Labor

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

18.2.2 Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

18.2.2.1 Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

18.2.2.2 None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).

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

18.2.2.4 Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

18.3 Civil Rights

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

18.3.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin.

- 18.3.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- 18.3.3 §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.
- 18.3.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.
- 18.3.5 The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
- 18.3.6 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 18.3.7 §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 18.3.8 Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.
- 18.3.9 Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.
- 18.3.10 The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 18.3.11 P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 18.3.12 Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).
- 18.3.13 The Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.
- 18.3.14 The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

18.4 Environmental

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

18.4.8 Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

18.5 Preservation

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

18.6 Suspension and Debarment

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

18.7 Drug-Free Workplace

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

18.8 Animal Welfare

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

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

18.10 Public Law 103-227, Part C-Environmental Tobacco Smoke

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

provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

18.11 Public Law 103-333, §507

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

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

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

18.14 Mandatory Disclosures

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

18.15 Statutes and Regulations Applicable to This Grant Agreement

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

18.15.1 Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

18.15.2 Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

18.15.3 Federal Acquisition Regulation, 48 CFR, Part 31.

18.15.4 City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

18.15.5 Sweat-free Code of Conduct

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

18.15.6 State Nondiscrimination Clause

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

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

18.15.7 Traveling Expenses

Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and

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

18.15.8 National Labor Relations Board Certification

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

18.15.9 Contractors for Legal Services \$50,000.00 or more – Pro Bono Requirement

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

18.15.10 Expatriate Corporations

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

19.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: (i) the body of this Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), (iv) any attachments to this Agreement that relate to funding received from a source other than the City, and (v) other attachments or exhibits hereto.

20.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representations, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

21.0 SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the [WISE & HEALTHY AGING](#) have caused this Agreement for the [ADMINISTRATION OF THE OMBUDSMAN SERVICES AND ELDER ABUSE PREVENTION, EDUCATION, AND TRAINING SERVICES](#) to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Assistant City Attorney

By: _____

Los Angeles Department of Aging

Date: _____

Date: _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

For: [WISE & HEALTHY AGING](#)

* Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President; AND one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

2) One signature of a Corporate-designated individual together with properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____

Date: _____

(Contractor's Corporate Seal)

By: _____
[Molly Davies](#)
[President and CEO](#)

Date: _____

By: _____
[Charles Hardie](#)
[Chief Financial Officer](#)

Date: _____

UEI Number: [NBPAE6K4DRY6](#)

City Business License Number: [0000476416-0001-2](#)

Internal Revenue Service Taxpayer Identification Number: [95-2788014](#)

Said Agreement is Number C- of City Contracts, FIRST Amended and Restated