

0150-13227-0000

TRANSMITTAL

TO The City Council	DATE 09/04/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Request for Authority to Accept Grants from the California Department of Aging
and the Los Angeles County Aging and Disabilities Department,
Approval of the Area Plan and Title V 2026-27 Budgets, and Authority to Execute
Contracts with Older Adults and Family Caregiver Service Providers**

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:JLJ02270004c

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: September 1, 2026

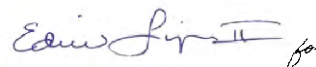
CAO File No. 0150-13227-0000

Council File No.

Council District: Citywide

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Community Investment Department transmittal dated August 10, 2026; Received by the City Administrative Officer on August 11, 2026; Additional information received through August 31, 2026

Subject: **REQUEST FOR AUTHORITY TO ACCEPT GRANTS FROM THE CALIFORNIA DEPARTMENT OF AGING AND THE LOS ANGELES COUNTY AGING AND DISABILITIES DEPARTMENT, APPROVAL OF THE AREA PLAN AND TITLE V 2026-27 BUDGETS, AND AUTHORITY TO EXECUTE CONTRACTS WITH OLDER ADULT AND FAMILY CAREGIVER SERVICE PROVIDERS**

RECOMMENDATIONS

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

1. Note and file the Community Investment Department (CID) report dated August 10, 2026;
2. Authorize the CID General Manager, or designee, to:
 - a. Accept the 2026-27 California Department of Aging grant funds in the amount of \$22,560,323 for the Area Plan and \$1,467,324 for the Title V Senior Community Service Employment Program (SCSEP) and approve any amendments to Memorandum of Understanding (MOU) AAA-2425-25, subject to the review and approval of the City Attorney as to form and legality;
 - b. Negotiate and execute contracts with the service providers as listed in the table below for the period from July 1, 2026 through June 30, 2027 to operate Multipurpose Senior Centers and/or Mini-Multipurpose Senior Centers and provide social, nutrition, and transportation services, subject to review and approval of the City Attorney as to form, compliance with the City's contracting requirements, and funding availability:

	Service Provider	Aging Service Area	Amount
1	Jewish Family Service of Los Angeles	West Wilshire	\$ 846,308
2	Jewish Family Service of Los Angeles	Westside	963,808
3	Mexican American Opportunity Foundation	Eastside	2,288,122
4	ONEgeneration	Southwest Valley	1,989,877
5	ONEgeneration	Northwest Valley	1,469,404
6	San Fernando Valley Interfaith Council, Inc.	Mid-Valley	1,503,601
7	San Fernando Valley Interfaith Council, Inc.	Northeast Valley	1,503,322
8	San Fernando Valley Interfaith Council, Inc.	Southeast Valley	1,317,152
9	St. Barnabas Senior Center of Los Angeles	City	2,534,862
10	St. Barnabas Senior Center of Los Angeles	Northside	1,632,779
11	Watts Labor Community Action Committee	Central	1,891,139
12	Watts Labor Community Action Committee	South Los Angeles	1,906,063
13	Watts Labor Community Action Committee	Southwestern	1,243,340
14	Watts Labor Community Action Committee	West Adams	1,416,212
15	Wilmington Jaycees Foundation, Inc.	Harbor	1,098,963
	Single Room Occupancy Housing Corporation	Central Business District	476,958
16	Los Angeles LGBT Center	Citywide	450,000
	Total		\$ 24,531,910

- c. Negotiate and execute contracts with 11 service providers as listed in the table below for the period from July 1, 2026 through June 30, 2027 to provide various older adult and caregiver services:

	Service Provider	Service	Amount
1	Bet Tzedek	Legal	\$ 394,913
2	CNS/RQA/CA, Inc.	Nutrition Consultant Services	963,808
3	Jewish Family Service of Los Angeles	Older Adult Services and Information System	2,288,122
4	St. Barnabas Senior Center of Los Angeles	Older Adult Services and Information System	1,989,877
5	Chinatown Service Center	Multilingual Information and Assistance	1,469,404
6	Mexican American Opportunity Foundation	Multilingual Information and Assistance	1,503,601
7	Partners in Care Foundation, Inc.	Disease Prevention and Healthy Promotion	1,503,322
8	WISE & Healthy Aging	Long-term Care Ombudsman and Elder Abuse Prevention	1,317,152
9	Alzheimer's Greater Los Angeles	Family Caregiver Support - Cognitively Impaired	2,534,862
10	Special Service for Groups	Family Caregiver Support	1,632,779
11	St. Barnabas Senior Center of Los Angeles	Family Caregiver Support	1,891,139
	Total		\$ 3,646,001

- d. Accept the Aging and Disability Resource Connection (ADRC) grant funds in the amount of \$85,000 from the Los Angeles County Aging and Disabilities Department and execute Contract No. ADRC262702 from July 1, 2026 through June 30, 2027, subject to the review and approval of the City Attorney as to form and legality;

3. Approve the 2026-27 Area Plan funding allocations as follows:

Category	Amount
Service Provider Contracts	\$ 19,910,750
Department Administrative Costs	1,378,322
Department Expenses	1,271,251
Total	\$ 22,560,323

4. Approve the 2026-27 Title V SCSEP funding allocations as follows:

Category	Amount
SCSEP Participant Salaries	\$ 1,137,914
Department Administrative Costs	117,407
Program Services	209,846
Program Supplies	2,157
Total	\$ 1,467,324

5. Approve the 2026-27 ADRC funding allocation as follows:

Category	Amount
Program Staff Salaries	\$ 74,538
Administrative Salaries	6,724
Office and Administrative Expenses	3,738
Total	\$ 85,000

6. Authorize by resolution, subject to allocation by the Board of Civil Service Commissioners, 100 Community and Administrative Support Worker Is, Class Code 1112-0 through June 30, 2027, to be employed in the CID for the implementation of the Senior Employment Programs;

7. Request the Controller to:

- a. Establish new appropriation accounts within the Title VII Older Americans Act Fund No. 564/21 and appropriate funds as follows:

Account No.	Account Name	Amount
21EB50	Ombudsman VII-A Program	\$ 116,583
21EB51	Elder Abuse Prevention VII-B	45,657
Total		\$ 162,240

- b. Establish new appropriation accounts within the Area Plan for the Aging Title 7 Fund No. 395/21 and appropriate funds as follows:

Account No.	Account Name	Amount
21EA01	Social Services III B	\$ 3,876,458
21EA02	Congregate Meals III C1	5,500,767
21EA04	Home Delivered Meals III C2	7,726,808
21EA06	Preventative Health III D	264,523
21EA07	NSIP Congregate Meals III C1	374,404
21EA08	NSIP Home Delivered Meals III C2	341,904
21EA09	Family Caregiver Support Program III E	934,570
Total		\$ 19,019,434

- c. Establish new appropriation accounts within the Ombudsman Initiative Program Fund No. 46V/21 and appropriate funds as follows:

Account No.	Account Name	Amount
21EC02	SNF Quality and Accountability	\$ 166,253
21EC03	State Health Facilities Citation Penalties Act	527,822
21EC04	Public Health LCPF	35,001
Total		\$ 729,076

- d. Establish a new appropriation account No. 211021, Enrollee Wages within the Other Programs for the Aging Fund No. 410/21 and appropriate \$1,137,914;
- e. Transfer \$468,000 from the CID Fund No. 100/21, Account No. 003040, Contractual Services to the Other Programs for the Aging Fund No. 410/21, Account No. 211021, Enrollee Wages;
- f. Establish a new appropriation account No. 21E253, Cityride Program within the Senior Cityride Program Fund No. 599/21, appropriate \$3,708,000, and disburse and transfer funds on an as-needed basis;
- g. Transfer \$96,547 from the CID Fund No. 100/21, Account No. 003040, Contractual Services to Account No. 001010, Salaries, General; and,
8. Authorize the CID General Manager, or designee, to prepare Controller instructions and/or make technical adjustments as necessary to implement the actions approved by the Mayor and the City Council, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

SUMMARY

The Community Investment Department (CID) requests authority to accept the following grants: \$22,560,323 for the Area Plan and \$1,467,324 for the Title V Senior Community Service Employment Program (SCSEP) in Older Americans Act (OAA) and Older Californian Act (OCA) grant funds from the California Department of Aging (CDA) and \$85,000 for the Aging and Disability Resource Connection (ADRC) grant from the Los Angeles County (County) Aging and Disabilities Department. The CID also requests authority to execute contracts for the operation of the City's 16 Multipurpose Senior Centers (MPCs) and three Mini-Multipurpose Senior Centers (Mini-MPCs) for a total combined amount not to exceed \$24,531,910 and execute contracts to provide various older adult and family caregiver services for a total combined amount not to exceed \$3,646,001 for a one-year term from July 1, 2026 through June 30, 2027.

Background

The Department of Aging was the designated Area Agency on Aging (AAA) and received OAA and OCA grant funds from the CDA to provide services to eligible older adults, adults with disabilities, and family caregivers to support independence and a healthy quality of life. In July 2024, the Mayor and City Council approved Memorandum of Understanding (MOU) AAA-2425-25 with the CDA for a four-year term to provide various social services to older adults and family caregivers (C.F. 24-0781). In April 2026, the Department of Aging was notified of Amendment 14 to MOU AAA-2425-25 that adds \$24.03 million total grant funds in 2026-27, consisting of \$22.56 million for the Area Plan and \$1.47 million for the Title V SCSEP. On July 1, 2026, the CID was designated AAA when the Department of Aging was consolidated into CID.

Older Americans Act Programs

The Annual Plan (AP-2627-25) allocates \$22.56 million in federal and state funding from the CDA for the implementation of various case management, nutrition, transportation, disease prevention, family caregiver, and other supportive services for older adults and family caregivers to support independence and a healthy quality of life. The CID administers the City's Multipurpose Senior Centers (MPC) and Mini-Multipurpose Senior Centers, which serve as community hubs for various senior services and special programs, such as social, legal, transportation, nutrition and health, and family caregiver services. The Echo Park and Estelle Van Meter Mini-MPCs provide critical supplemental services in their respective aging service areas, while the third Mini-MPC focuses support for the lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual/agender community. The 2026-27 Adopted Budget also includes \$4.25 million in Proposition (Prop) A funding and \$4.66 million in General Fund to supplement OAA and OCA funding.

In April 2023, the Department of Aging conducted procurement processes for the multipurpose senior centers (MPCs) and legal services, multilingual information and assistance services, disease prevention and health promotion services, ombudsman services, and the Family Caregiver Support Program (C.F. 23-0700). In March 2024, the Department of Aging also conducted procurement processes for nutrition consulting services and the Older Adult Services and Information System

(OASIS) Project (C.F. 24-1118). In May 2026, the City Council approved the extension of the senior programs procurement cycle to allow additional time for the CID to assess service gaps and explore opportunities to align programs and processes under the consolidated department (C.F. 26-0517).

Of the \$22.56 million Annual Plan funding, a total of \$19.91 million is allocated to contractual services. The CID will execute contracts with existing service providers listed in Attachment 1 to this report to operate the City's 16 MPCs and three Mini-MPCs for a one-year term from July 1, 2026 through June 30, 2027 for a total combined contract amount not to exceed \$24,431,910. The CID will also execute contracts for a one-year term from July 1, 2026 through June 30, 2027 to provide various social services and family caregiver support services as detailed in Attachment 2 to this report for a total combined contract amount not to exceed \$3,646,001. The funding allocations for the older adult and family caregiver services are detailed in the table below.

Table 1. Older Adult and Caregiver Services Budget

Category	Annual Plan	Prop A	General Fund	Total
Contractual Services	\$ 19,910,750	\$ 3,708,000	\$ 4,559,161	\$ 28,177,911
Department Administrative Costs	1,375,322	542,424	96,547	2,014,293
Department Expenses	1,271,251	-	-	1,271,251
Total	\$ 22,557,323	\$ 4,250,424	\$ 4,655,708	\$ 31,463,455

Senior Employment Programs

The SCSEP is a community service and job training program that provides classroom and job-related training and subsidized part-time work experience for low-income, unemployed, older adults. The City's program participants are employed as Community and Administrative Support Worker I (CASW I, Class Code 1112-0) and perform clerical, administrative, food services, and community support duties. Of the \$1.47 million Title V – SCSEP (TV-2627-25) grant, \$1.14 million is allocated for SCSEP participant salaries. The CID requests to add 70 CASW positions for the SCSEP, which will be fully supported by the TV-2627-25 grant. The TV-2627-25 grant will be allocated as detailed in the table below.

Table 2. Title V SCSEP Grant Budget

Category	Amount
Department Salaries	\$ 117,407
SCSEP Participant Salaries	1,137,914
Program Services	209,846
Program Supplies	2,157
Total	\$ 1,467,324

The Older Worker Employment Program (OWEP) offers job experience and training at non-profit and government host agencies to help unhoused older adults enter or re-enter the competitive job market. Participants receive a stipend while training 20 hours per week in a supportive community setting. The 2026-27 Adopted Budget includes a \$468,000 General Fund allocation for this

purpose. The CID requests to add 30 CASW I positions for the OWE, which will be fully supported by the General Fund allocation.

Evidence-Based Programs

The Disease Prevention and Health Promotion program provides evidence-based programs (EBP) that enhance wellness skills in the area of self-management, healthier living, and physical activity and reduce disease and injury in older adults. The Mayor and City Council approved the Program Year 52 (2026-27) Consolidated Plan, which included a \$260,000 Community Development Block Grant (CDBG) allocation and contract authority for seven service providers for the EBP and one service provider for EBP technical assistance as listed in Table 3 below (C.F. 26-0619). The 2026-27 Adopted Budget also includes a \$732,998 General Fund allocation for this purpose.

Table 3. Evidence-Based Program Funding Allocations

Service Provider	Aging Service Area	General Fund	CDBG	Total
Jewish Family Services	6, 7	\$ 97,180	\$ 32,700	\$ 129,880
Mexican American Opportunity Foundation	9	48,590	16,350	64,940
ONEgeneration	1, 3	97,180	32,700	129,880
San Fernando Valley Interfaith Council	2, 4, 5	145,770	49,050	194,820
St. Barnabas Senior Center of Los Angeles	8, 10	97,180	32,700	129,880
Watts Labor Community Action Committee	11, 12, 13, 14	194,360	65,400	259,760
Wilmington Jaycees Foundation	15	48,590	16,350	64,940
Partners in Care Foundation	Citywide	4,148	14,750	18,898
Total		\$ 732,998	\$ 260,000	\$ 992,998

Aging and Disability Resource Connection Program

The Aging and Disability Resource Connection (ADRC) Program is a collaboration between a local AAA and Independent Living Centers (ILCs) working with a network of public, private, and non-profit agencies through a No Wrong Door approach to assist older adults, people with disabilities, and caregivers with navigating and accessing long-term services and support. The ADRC provides information, advice, counseling, and assistance.

In 2026, the CDA approved the establishment of the Los Angeles County (County) ADRC, which is a collaboration between the County AAA, City AAA, 211 Los Angeles, and six County ILCs to provide a coordinated system for enhanced information and referral services, options counseling, short-term service coordination, and transition services. The CID will enter into a contract with the

County Aging and Disability Department in the amount of \$85,000 in 2026-27 ADRC funding to provide frontline assistance public and private resources. The ADRC funding allocations are detailed in the table below.

Table 4. ADRC Grant Budget

Category	Amount
Program Staff Salaries	\$ 117,407
Administrative Salaries	6,724
Office and Administrative	3,738
Total	\$ 85,000

FISCAL IMPACT STATEMENT

The proposed grant activities will be funded by the Annual Plan and Title V Senior Community Service Employment Program funding from the California Department of Aging and the Aging and Disability Resource Connection grant from the Los Angeles County. The 2026-27 Adopted Budget includes \$4,655,708 for older adult and family caregiver services, \$732,998 for Evidence-Based Programs, and \$468,000 for the Older Worker Employment Program. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that grant funds will be utilized for grant-eligible activities.

MWS:JLJ:02270004c

Attachment

**Multipurpose and Mini-Multipurpose Senior Centers
Funding Allocations**

	Service Provider	Service	Aging Service Area	Annual Plan	General Fund	Prop A	Total Contract Amount
1	Jewish Family Service of Los Angeles	MPC	West Wilshire	521,643	101,461	223,204	\$ 846,308
2	Jewish Family Service of Los Angeles	MPC	Westside	578,892	112,596	272,320	963,808
3	Mexican American Opportunity Foundation	MPC	Eastside	1,684,190	327,580	276,352	2,288,122
4	ONEgeneration	MPC	Southwest Valley	1,434,509	279,016	276,352	1,989,877
5	ONEgeneration	MPC	Northwest Valley	1,043,280	202,920	223,204	1,469,404
6	San Fernando Valley Interfaith Council, Inc.	MPC	Mid-Valley	1,071,909	208,488	223,204	1,503,601
7	San Fernando Valley Interfaith Council, Inc.	MPC	Northeast Valley	1,030,557	200,445	272,320	1,503,322
8	San Fernando Valley Interfaith Council, Inc.	MPC	Southeast Valley	874,701	170,131	272,320	1,317,152
9	St. Barnabas Senior Center of Los Angeles	MPC/ Echo Park Mini-MPC	City	1,514,028	744,482	276,352	2,534,862
10	St. Barnabas Senior Center of Los Angeles	MPC	Northside	1,180,052	229,523	223,204	1,632,779
11	Watts Labor Community Action Committee	MPC	Central	1,396,344	271,591	223,204	1,891,139
12	Watts Labor Community Action Committee	MPC/ Estelle Van Meter MPC	South Los Angeles	987,618	642,093	276,352	1,906,063
13	Watts Labor Community Action Committee	MPC	Southwestern	854,026	166,110	223,204	1,243,340
14	Watts Labor Community Action Committee	MPC	West Adams	998,748	194,260	223,204	1,416,212
15	Wilmington Jaycees Foundation, Inc.	MPC	Harbor	733,158	142,601	223,204	1,098,963
16	Single Room Occupancy Housing Corporation	MPC	Central Business District	390,130	86,828	-	476,958
17	Los Angeles LGBT Center	Los Angeles LGBT Mini-MPC	Citywide	-	450,000	-	450,000
	Total			\$ 16,293,785	\$ 4,530,125	\$ 3,708,000	\$ 24,531,910

Social Services Funding Allocations

	Service Provider	Service	Annual Plan Funding	General Fund	Total Contract Amount
1	Bet Tzedek	Legal	394,913		394,913
2	CNS/RQA/CA, Inc.	Nutrition Consultant Services	426,493	26,019	452,512
3	Jewish Family Service of Los Angeles	Older Adult Services and Information System	31,702	-	31,702
4	St. Barnabas Senior Center of Los Angeles	Older Adult Services and Information System	31,702	-	31,702
5	Chinatown Service Center	Multilingual Information and Assistance	57,380	-	57,380
6	Mexican American Opportunity Foundation	Multilingual Information and Assistance	57,380	-	57,380
7	Partners in Care Foundation, Inc.	Disease Prevention and Healthy Promotion	264,523	-	264,523
8	WISE & Healthy Aging	Long-term Care Ombudsman and Elder Abuse Prevention	1,597,646	3,017	1,600,663
9	Alzheimer's Greater Los Angeles	Family Caregiver Support - Cognitively Impaired	157,662		157,662
10	Special Service for Groups	Family Caregiver Support	298,782		298,782
11	St. Barnabas Senior Center of Los Angeles	Family Caregiver Support	298,782		298,782
	Total		\$ 3,616,965	\$ 29,036	\$ 3,646,001



COMMUNITY INVESTMENT DEPARTMENT

Karen Bass, Mayor
Abigail R. Marquez, General Manager

August 10, 2026

Council File Number: New
Council Districts: Citywide
Contact Person and Phone Number:
Abigail R. Marquez
213.808.8462

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 North Spring Street
Los Angeles, California 90012
Attention: Legislative Coordinator

REQUEST AUTHORITY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$24,027,647 FROM THE CALIFORNIA DEPARTMENT OF AGING UNDER MEMORANDUM OF UNDERSTANDING (MOU) AAA-2425-25 AND \$85,000 FROM THE LOS ANGELES COUNTY AGING AND DISABILITIES DEPARTMENT FOR THE AGING AND DISABILITY RESOURCE CONNECTION GRANT AND EXECUTE AGREEMENTS; TO APPROVE THE AREA PLAN BUDGET AP-2627-25 AND TITLE V BUDGET TV-2627-25; AND, TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SERVICE PROVIDERS PROVIDING OLDER ADULT AND FAMILY CAREGIVER SERVICES

The General Manager of the newly established Community Investment Department (CID) respectfully requests that your office review this transmittal and forward it to the City Council for further consideration. Through this transmittal, the Los Angeles Department of Aging (LADOA)—now integrated into, and hereinafter referred to as, CID—is requesting authority to approve the Title V and Area Plan Budgets, to accept grant funds in the amounts of \$1,467,324 and \$22,560,323 from the California Department of Aging (CDA) and \$85,000 from the Los Angeles County Aging and Disabilities Department for the Aging and Disability Resource Connection (ADRC) grant, and to execute agreements with senior service and family-caregiver program providers funded by the Older Americans Act (OAA) and supplemented by the City General Fund, Proposition A (Prop A) Local Transit fund, and Community Development Block Grant (CDBG).

RECOMMENDATIONS

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

1. AUTHORIZE the General Manager of CID, or designee, to accept Older Americans Act (OAA) grant funds; 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 the Los Angeles Administrative Code §14.8 et seq. (City grant regulations); and to approve the AP-2627-25 Budget and the TV-2627-25 Budget;
2. AUTHORIZE the General Manager of CID, or designee, to negotiate and execute agreements with service providers for the amounts and terms identified in Attachment 1, subject to the review by the City Attorney as to form and legality;
3. AUTHORIZE the General Manager of CID, or designee, as identified in Attachment 2, to accept \$85,000 in grant funds from the Los Angeles County Aging and Disabilities Department for the ADRC program and execute contract number ADRC262702 as of July 1, 2026, including amendments thereto, subject to review and approval of the City Attorney as to form and legality, and in compliance with Los Angeles Administrative Code § 14.8 et seq.;
4. AUTHORIZE the Controller to:
 - A. Establish new accounts, appropriate funds within the Area Plan Title III for the Community Investment Department (CID), Fund Number 395, Department 21, disburse and transfer funds on an as needed basis as follows:

Fund	Account	Account Name	Amount
395	21EA01	Social Services III B	\$3,876,458.00
395	21EA02	Congregate Meals III C1	\$5,500,767.00
395	21EA04	Home Delivered Meals III C2	\$7,726,808.00
395	21EA06	Preventive Health III D	\$264,523.00
395	21EA07	NSIP Congregate Meals III C1	\$374,404.00
395	21EA08	NSIP Home Delivered Meals III C2	\$341,904.00
395	21EA09	Family Caregiver Support Prog III E	\$934,570.00
Total			\$19,019,434.00

- B. Establish new accounts, appropriate funds within the Title VII Older American Act Fund Number 564, Department 21, disburse and transfer funds on an as needed basis as follows:

Fund	Account	Account Name	Amount
564	21EB50	Ombudsman VII-A Program	\$116,583.00
564	21EB51	Elder Abuse Prevention VII-B	\$45,657.00

Total			\$162,240.00
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- C. Establish new accounts, appropriate funds within the Ombudsman Initiative Program Fund Number 46V, Department 21, disburse and transfer funds on an as needed basis as follows:

Fund	Account	Account Name	Amount
46V	21EC02	SNF Quality and Accountability	\$166,253.00
46V	21EC03	State Health Facilities Citation Penalties Act	527,822.00
46V	21EC04	Public Health LCPF	35,001.00
Total			\$729,076.00

- D. Transfer \$468,000 from General Fund 100/21, account 003040 Contractual Service Account to the Other Programs for the Aging Fund 410/21, account 211021, Enrollee Wages Account to pay enrollee participants under OWEP (Older Workers Employment Program).
- E. Authorize by resolution, subject to allocation by the Board of Civil Service Commissioners, 70 Community and Administrative Support Worker positions, Class Code 1112-0, through June 30, 2026 to be employed in the Community Investment Department for the Title V Senior Community Service Employment Program.
- F. Establish a new account, appropriate \$1,137,914 within the Other Programs for the CID Fund Number 410 (SCSEP), disburse and transfer funds on an as needed basis as follows:

Fund	Account	Account Name	Amount
410	211021	Enrollee Wages	\$1,137,914.00
Total			\$1,137,914.00

Senior City Ride Program Fund

- G. Establish a new account, appropriate \$3,708,000 within the Senior City Ride Program Fund Number 599, Department 21, disburse and transfer funds on an as needed basis as follows:

Fund	Account	Account Name	Amount
599	21E253	Cityride Program	\$3,708,000.00
Total			\$3,708,000.00

- H. Transfer \$96,547 in Fiscal Year 2026-27 General Fund (Fund 100) from the Community Investment Department (CID)/Department No. 21, Contractual Services Account No. 003040 to CID/Department No. 21, Salaries General Account No. 001010 for staff support of nutrition, social services, and special programs for older adults (line item “Other various programs for seniors” in the Department Contractual Services Schedule).
5. AUTHORIZE the General Manager of CID or designee, to prepare Controller’s instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

BACKGROUND

As a designated Area Agency on Aging (AAA), LADOA, hereinafter referred to as CID and used interchangeably, receives OAA and Older Californians Act (OCA) funding from CDA to provide assistance and related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within the City of Los Angeles Department of Aging service area. LADOA entered into a 4-year agreement with CDA under MOU AAA-2425-25 (C.F. 24-0781) in June 2024 to provide program services under Titles III-B, III-C, III-D, III-E, V, and VII to the community.

LADOA received notification from CDA regarding Amendment 14 to MOU AAA-2425-25 under Funding Release Memo (FRM) 2627-02, which includes a total grant award of \$22,560,323 to the Area Plan (AP) for the delivery of social services and nutrition programs to older adults and caregivers in the City and a total grant award of \$1,467,324 for the Title V Senior Community Service Employment Program (SCSEP) providing employment training and supportive services to unemployed, low-income older adults in the City.

Table 1 below displays the total amount awarded to LADOA by CDA for Fiscal Year 2026-27.

Table 1 –Fiscal Year 2026-2027 Award by Program

Program	Amount
Area Plan (AP-2627-25)	\$22,560,323
Title V – SCSEP (TV-2627-25)	\$1,467,324
Total Funding	\$24,027,647

OAA PROGRAMS AND SERVICES

Through AP-2627-25, awarded to LADOA by CDA, the Department can deliver a variety of older adult and caregiver services critical to the AAA’s target population. AP funding facilitates LADOA’s administration of a variety of older adult and caregiver programs that promote positive quality of life and independence. These programs include, but are not limited to, social, nutritional, legal, supportive, elder abuse protection and education, ombudsman, and transportation services. Funding for these programs is provided by the OAA and OCA (\$22,560,323) and supplemented by Proposition A funding (\$4,250,424) and the City General Fund (\$3,305,708), as indicated in Table 2 below.

Table 2 – Older Adult and Caregiver Services Program Funding

Funding Source	Service Provider Allocation	LADOA Administrative Costs	LADOA Direct Costs	Total
OAA and OCA Funds (CDA)	\$19,910,750	\$1,378,322	\$1,271,251	\$22,560,323
Prop A Local Transit Assistance Fund, Senior Citywide Scrip Program (C.F. No. 26-0600)	\$3,708,000	\$542,424	\$0	\$4,250,424
General Fund, Home Delivered Meals for Seniors (C.F. No. 26-0600)	\$2,300,093	\$0	\$0	\$2,300,093
General Fund, Congregate Meals for Seniors (C.F. No. 26-0600)	\$813,615	\$0	\$0	\$813,615
General Fund, Aging Programs, Various (C.F. No. 26-0600)	\$95,453	\$96,547	\$0	\$192,000
Total Funding	\$26,827,911	\$2,017,293	\$1,271,251	\$30,116,455

In April 2023, LADOA released several Requests for Proposals (RFPs) seeking qualified contractors to provide older adults and caregiver services through the operation of multipurpose centers (MPCs) or provide Citywide services at designated facilities for a total contract term of three (3) years (C.F. 23-0700). The initial contract terms began on July 1, 2023. The procurement cycle is scheduled to conclude on June 30, 2026.

LADOA is currently transitioning to the newly established Community Investment Department (CID) – a strategic consolidation that merges LADOA with the Economic and Workforce Development Department (EWDD), Youth Development Department (YDD), and Community Investment for Families Department (CIFD). To reassess service gaps, develop shared intake and referral processes, and explore opportunities for deeper program alignment, CID requested a one-year extension of the procurement cycle. The City Attorney, the City Council, and the Mayor approved this extension request (C.F. 26-0517).

CID requests authorization to execute one-year contracts for the period beginning July 1, 2026, through June 30, 2027, for senior social and nutrition services, elder abuse prevention, disease prevention/health promotion, and the senior transportation program. These programs are funded by the OAA and OCA and supplemented by the Prop A and City General Fund allocated in the adopted FY 2026-2027 City Budget (C.F. 26-0600). Table 3 below displays the allocation of available funding, distributed per Aging Service Area (ASA) and/or respective service provider, for older adult and caregiver services.

In accordance with City contracting policies, the Office of the City Administrative Officer completed their review for service provider contracts on October 31, 2023 (CAO File No. 0150-12497-0000) and September 17, 2024 (CAO File No. 0150-12755-0001).

Table 3 – Funding Allocations per Service Provider and Aging Service Area

Service Provider	RFP/Service/Aging Service Area	FY 2026-27 Funding
Jewish Family Service of Los Angeles	MPC/West Wilshire ASA	\$846,308
Jewish Family Service of Los Angeles	MPC/Westside ASA	\$963,808
Mexican American Opportunity Foundation	MPC/Eastside ASA	\$2,288,122
ONEgeneration	MPC/Southwest Valley ASA	\$1,989,877
ONEgeneration	MPC/Northwest Valley ASA	\$1,469,404
San Fernando Valley Interfaith Council, Inc.	MPC/Mid-Valley ASA	\$1,503,601
San Fernando Valley Interfaith Council, Inc.	MPC/Northeast Valley ASA	\$1,503,322

San Fernando Valley Interfaith Council, Inc.	MPC/Southeast Valley ASA	\$1,317,152
St. Barnabas Senior Center of Los Angeles	MPC/City ASA	\$2,084,862
St. Barnabas Senior Center of Los Angeles	MPC/Northside ASA	\$1,632,779
Watts Labor Community Action Committee	MPC/Central ASA	\$1,891,139
Watts Labor Community Action Committee	MPC/South LA ASA	\$1,456,063
Watts Labor Community Action Committee	MPC/Southwestern ASA	\$1,243,340
Watts Labor Community Action Committee	MPC/West Adams ASA	\$1,416,212
Wilmington Jaycees Foundation, Inc.	MPC/Harbor ASA	\$1,098,963
Alzheimer's Greater Los Angeles	Family Caregiver Support/Citywide	\$157,662
Bet Tzedek	Legal Srv/Family Caregiver Sup/Citywide	\$179,344
Bet Tzedek	Title III-B Legal Services/Citywide	\$215,569
Chinatown Service Center	Information and Assistance/Citywide	\$57,380
Mexican American Opportunity Foundation	Information and Assistance/Citywide	\$57,380
Partners in Care Foundation, Inc.	Disease Prevention/Health Promotion/City	\$264,523
Special Service for Groups, Inc.	Family Caregiver Support/Citywide	\$298,782
St. Barnabas Senior Center of Los Angeles	Family Caregiver Support/Citywide	\$298,782
WISE and Healthy Aging	Ombudsman/Elder Abuse/Citywide	\$1,600,663
CNS / RQA / CA, Inc.	Regional Nutritionist/Citywide	\$452,512
Jewish Family Service of Los Angeles	Information and Senior Activities/Citywide	\$31,702
St. Barnabas Senior Center of Los Angeles	Information and Senior Activities/Citywide	\$31,702
Single Room Occupancy Housing Corporation	Hotel Alert/Central Business District	\$476,958
Total Funding		\$26,827,911

MINI-MPCs AT ECHO PARK, ESTELLE VAN METER, AND LGBTQIA

The LADOA currently operates three Mini-MPCs, using City General Funds, to provide scaled-down older adult and caregiver services that may include the following:

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

Two of the Mini-MPCs provide critical support to the “home” agency/senior center, supplementing services already provided to constituents in the targeted area. The third mini-MPC, targeting individuals in the lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual/agender (LGBTQIA) community, provides vital support for the LGBTQIA community citywide as an overlay to the City’s aging service area, where a member of this community can receive services without fear, anxiety, and worry of feeling discriminated against.

In April 2023, LADOA released an RFP seeking qualified contractors to provide senior services through the operation of MPCs, including the Echo Park and Estelle Van Meter Mini-MPCs, with the winning proposer for ASA #8 (Northside) and ASA #14 (South LA), respectively. Concurrently, an RFP was issued for a Mini-MPC targeting the LGBTQIA community (C.F. 23-0700). Contracts resulting from these procurements carry a total contract term of three (3) years. The initial contract term began on July 1, 2023, and ran through June 30, 2024, with

successive annual options. LADOA's request for a one-year extension of the last procurement cycle, including this program, has been approved by the City Council and the Mayor's Office (C.F. 26-0517).

CID requests authorization to execute a one-year contract with the Los Angeles LGBT Center for the period beginning July 1, 2026, through June 30, 2027. Mini-Multipurpose Center Funding for St. Barnabas Senior Center of Los Angeles and Watts Labor Community Action Committee will be incorporated into the OAA agreement of each respective agency, as identified in the previous section. These programs are funded by the General City Fund allocated in the adopted FY 2026-2027 City Budget (C.F. 26-0600). Table 4 below shows the funding allocation for each Mini-MPC.

Table 4 – Mini-Multipurpose Center Funding per Contractor

Contractor	Mini-MPC Location	FY 2026-27 Funding
Los Angeles LGBT Center	LA LGBT Center Mini-MPC	\$450,000
St. Barnabas Senior Center of Los Angeles	Echo Park Mini-MPC	\$450,000
Watts Labor Community Action Committee	Estelle Van Meter Mini-MPC	\$450,000
	General Fund Total	\$1,350,000

EVIDENCE-BASED PROGRAMS

The Disease Prevention and Health Promotion program provides evidence-based programs to improve health and well-being and reduce disease and injury. The programs and activities approved as evidence-based and made available through this program have demonstrated through rigorous evaluation to be effective in improving the health of older individuals. The program promotes healthy aging, and an active, healthy lifestyle can contribute to an older adult's independence and quality of life.

In April 2023, LADOA released an RFP seeking qualified contractors to provide senior services through the operation of MPCs, which included the provision of evidence-based services and activities for a total contract term of three (3) years (C.F. 23-0700). The initial contract term began on July 1, 2023, and ran through June 30, 2024, with successive annual options. The final extension under the original procurement cycle is scheduled to conclude on June 30, 2026 (FY 2025-26).

In addition, LADOA awarded Partners in Care Foundation a sole-sourced contract for the citywide EBP Technical Assistance Service because they are the statewide designated provider by the CDA and the national designated provider by the federal Office of Community Living/Administration on Aging.

The City Council and Mayor have approved funding of the EBP through the City General Fund (C.F. 26-0600). Funding for the EBP is also provided through the Community Development Block Grant (CDBG) Program Year 52 Consolidated Plan (Con Plan) for Fiscal Year 2026-2027, which is pending Council approval (C.F. 26-0619). Funding amounts in Table 5 for the Evidence-Based Program reflect the General Fund allocation, CDBG contract amounts, and contracting authority submitted by the Community Investment for Families Department (CIFD).

The current procurement for evidence-based program services is part of LADOA's request for a one-year extension of its last procurement cycle, which has been approved by the City Council and the Mayor's Office (C.F. 26-0517). CID requests authority to execute a one-year contract with EBP service providers for the period beginning July 1, 2026, through June 30, 2027.

Table 5 – Evidence-Based Program Funding Allocation

Contractor	Aging Service Area	General Fund	CDBG Funding	Total Funding
Jewish Family Services	6, 7	\$97,180	\$32,700	\$129,880
Mexican American Opportunity Foundation	9	\$48,590	\$16,350	\$64,940
ONEgeneration	1,3	\$97,180	\$32,700	\$129,880
San Fernando Valley Interfaith Council	2, 4, 5	\$145,770	\$49,050	\$194,820
St. Barnabas Senior Center of Los Angeles	8, 10	\$97,180	\$32,700	\$129,880
Watts Labor Community Action Committee	11, 12, 13, 14	\$194,360	\$65,400	\$259,760
Wilmington Jaycees Foundation	15	\$48,590	\$16,350	\$64,940
Partners in Care Foundation	Citywide	\$4,148	\$14,750	\$18,898
Total Funding		\$732,998	\$260,000	\$992,998

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

The SCSEP provides classroom training, job-related training, and subsidized part-time work experience through nonprofit and governmental service agencies that serve as Host Agencies for City residents who are 55 years old or older, unemployed, and have annual incomes that are no more than 125% of the Federal Poverty Guidelines. Program participants, who are categorized as trainees, are paid under the City classification of Community Administrative Support Workers. Participants perform a variety of training duties, including clerical and administrative functions, food service, and other community support work.

The SCSEP grant awarded to the Department is \$1,467,324 for the fiscal year 2026-2027. The funding allocation for the program award is displayed in Table 6 below.

Table 6 – Title V Senior Community Service Employment Program Funding Allocation

Expense Category	Amount
Department Salaries	\$117,407
SCSEP Participant Salaries	\$1,137,914
Program Services	\$209,846
Program Supplies	\$2,157
Total Funding	\$1,467,324

AGING AND DISABILITY RESOURCE CONNECTION PROGRAM

The ADRC program is a collaboration between a local AAA and an Independent Living Center (ILC) to assist individuals in navigating the complex system of long-term services and supports (LTSS). Through a No Wrong Door (NWD) approach, the ADRC partners assist individuals of any age, ability, or income level in accessing the full complement of LTSS and provide unbiased information, advice, counseling, and assistance.

In 2026, CDA approved the establishment of the Los Angeles County ADRC, a core partnership between the Los Angeles County AAA, the City of Los Angeles AAA, 211 Los Angeles, and six Los Angeles County Independent Living Centers (ILCs): Communities Actively Living

Independent and Free (CALIF), Disabled Resources Center (DRC), Disability Community Resource Center (DCRD), Independent Living Center of Southern California (ILCSC), Service Center for Independent Life (SCIL), and Southern California Resource Services for Independent Living (SCRS-IL). The ADRC's mission is to embody a "No Wrong Door" service philosophy, establishing an inclusive network that offers extensive support and services to older adults, individuals with disabilities, their families, and caregivers within the Los Angeles region.

CID requests approval to enter into an agreement (Attachment 2) with the County of Los Angeles Aging and Disability Department for FY 2026-27 to provide frontline assistance to public and private resources that connect long-term services and programs, promoting autonomy, dignity, and independence of older adults, persons with disabilities, and caregivers. In addition, CID requests approval to accept \$85,000 in ADRC funding for FY 2026-27, which will be allocated as shown in Table 7.

Table 7 – Summary of ADRC Grant Funding Allocation

	Amount
ADRC Staff Salaries	\$74,538
LADOA Administration	\$6,724
Office & Administration Expenses	\$3,738
Total Funding	\$85,000

FISCAL IMPACT STATEMENT

The proposed actions involve the allocation of Proposition A funds, Older Californians Act funds, and Federal Older Americans Act Funds (including Title III, Title V, Title VII, and Ombudsman Program funds), as well as Community Development Block Grant funds and General City Purpose funds. The actions also authorize the execution of contracts with service providers for older adult programs and services. Adoption of the report's recommendations will have no material impact on the General Fund.

Sincerely,



ABIGAIL R. MARQUEZ
General Manager

Attachment 1 - Contract Authorities
Attachment 2 - Contractor's Administration

Senior Services

Multipurpose Centers

Mini-Multipurpose Centers

Contract Terms:

July 1, 2026 - June 30, 2027

Procurement History:

Multipurpose Senior Center (MPC) and Mini-Multipurpose Senior Center (mini-MPC) service providers were procured through an RFP in 2023. The results were approved pursuant to C. F. 23-0700.

Program Description:

Multipurpose Senior Center (MPC): The Contractor is responsible for administering the Multipurpose Social Services, Nutrition, and Transportation Project Services which includes planning, developing, and operating programs to provide supportive social services, congregate and home-delivered nutrition services, and paratransit transportation for persons aged 60 and older in the designated service area.

Mini-Multipurpose Senior Center (mini-MPC): Two of the Mini-MPCs provide critical support for the “home” agency/senior center, supplementing the services already provided to constituents within the specific targeted area. The third miniMPC, targeting individuals in the lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual/agender (LGBTQIA) community, provides vital support for the LGBTQIA community citywide as an overlay to the City’s aging service area where a member of this community can receive services without fear, anxiety, and worry of feeling discriminated against.

Of the \$13,222,748 in Older Americans Act Fund, \$3,616,965 is allocated to other Social Services Programs and Family Caregiver Support Programs.

Of the \$4,530,125 in City General Fund, \$192,000 is allocated to - Other various programs for seniors of which \$96,547 is designated for Department expenses.

Contractor Name	Project Name	Aging Service Area (ASA)	Older Americans Act (OAA)	State General Fund	Nutrition Services Incentive Program (NSIP)	City General Fund	Prop A	Contract Total
MPC and Mini-MPC Services (IIIB, C1, C2, and Prop A Transportation)								
Jewish Family Service of Los Angeles	Multipurpose Senior Center	West Wilshire	\$305,025	\$193,543	\$23,075	\$101,461	\$223,204	\$846,308
Jewish Family Service of Los Angeles	Multipurpose Senior Center	Westside	\$338,501	\$214,785	\$25,606	\$112,596	\$272,320	\$963,808
Mexican American Opportunity Foundation	Multipurpose Senior Center	Eastside	\$984,808	\$624,883	\$74,499	\$327,580	\$276,352	\$2,288,122
ONEgeneration	Multipurpose Senior Center	Southwest Valley	\$838,812	\$532,243	\$63,454	\$279,016	\$276,352	\$1,989,877
ONEgeneration	Multipurpose Senior Center	Northwest Valley	\$610,046	\$387,086	\$46,148	\$202,920	\$223,204	\$1,469,404
San Fernando Valley Interfaith Council, Inc.	Multipurpose Senior Center	Mid Valley	\$626,787	\$397,707	\$47,415	\$208,488	\$223,204	\$1,503,601
San Fernando Valley Interfaith Council, Inc.	Multipurpose Senior Center	Northeast Valley	\$602,607	\$382,365	\$45,585	\$200,445	\$272,320	\$1,503,322
San Fernando Valley Interfaith Council, Inc.	Multipurpose Senior Center	Southeast Valley	\$511,472	\$324,538	\$38,691	\$170,131	\$272,320	\$1,317,152
St. Barnabas Senior Center of Los Angeles	Multipurpose Senior Center + Echo Park Mini-MPC	City	\$885,310	\$561,747	\$66,971	\$744,482	\$276,352	\$2,534,862
St. Barnabas Senior Center of Los Angeles	Multipurpose Senior Center	Northside	\$690,022	\$437,832	\$52,198	\$229,523	\$223,204	\$1,632,779
Watts Labor Community Action Committee	Multipurpose Senior Center	Central	\$816,496	\$518,082	\$61,766	\$271,591	\$223,204	\$1,891,139
Watts Labor Community Action Committee	Multipurpose Senior Center + Estelle Van Meter Mini-MPC	South LA	\$577,498	\$366,434	\$43,686	\$642,093	\$276,352	\$1,906,063
Watts Labor Community Action Committee	Multipurpose Senior Center	Southwestern	\$499,382	\$316,867	\$37,777	\$166,110	\$223,204	\$1,243,340
Watts Labor Community Action Committee	Multipurpose Senior Center	West Adams	\$584,005	\$370,564	\$44,179	\$194,260	\$223,204	\$1,416,212
Wilmington Jaycees Foundation, Inc.	Multipurpose Senior Center	Harbor	\$428,705	\$272,022	\$32,431	\$142,601	\$223,204	\$1,098,963
Single Room Occupancy Housing Corporation	Hotel Alert	Central Business District	\$306,307	\$70,996	\$12,827	\$86,828	\$0	\$476,958
Los Angeles LGBT Center	Los Angeles LGBT Center Mini-MPC	Citywide	\$0	\$0	\$0	\$450,000	\$0	\$450,000
MPC & Mini-MPC Totals			\$9,605,783	\$5,971,694	\$716,308	\$4,530,125	\$3,708,000	\$24,531,910

Senior Services Division

Social Services Program

Family Caregiver Support Program

Contract Terms:

July 1, 2026 - June 30, 2027

Procurement History:

In April 2023, LADOA released several Requests for Proposals (RFPs) for the Legal Services, Multilingual Information and Assistance Services, Disease Prevention and Health Promotion Services, Ombudsman Services, and Family Caregiver Support Program (C.F. 23-0700).

In March 2024, LADOA released several Request for Proposals (RFPs) for the Nutrition Consulting Services and Older Adult Services and Information System (OASIS) Project (C.F. 24-1118).

Program Description:Legal Services

The Legal Services Program provides legal services to persons age 60 and older, and caregivers. These services assist seniors and family caregivers with securing their rights, benefits, and entitlements. Legal services include the provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

Nutrition Consulting Services

The Nutrition Consulting services program provides nutrition education, nutrition counseling, menu planning, kitchen monitoring, and nutrition site monitoring for all of the LADOA's nutrition service providers.

Older Adult Services and Information System (OASIS):

The Older Adult Services and Information System (OASIS) program provides cultural experiences, activities, and health services for older adults. Responsibilities include scheduling activities such as classes and screenings, recruiting participants and volunteers, and maintaining required reporting and fiscal documentation.

Multilingual Information and Assistance Services

The Multilingual I & A program is structured to provide information and assistance services, citywide, in a variety of languages that are consistent throughout the culturally diverse communities of the City. Service providers must identify linkage with other I & A related agencies and provide planned outreach activities at different community locations that serve primarily Asian and Pacific Islander (API) and Spanish speaking senior populations.

Disease Prevention and Health Promotion Services

The Disease Prevention, Health Promotion Programs are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults (age 60+). Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. The program targets the medically underserved older adult population in all Aging Service Areas and serves all ethnic groups in each Aging Service Area in which senior services are provided.

Ombudsman Services

The Ombudsman program provides assistance to residents of long-term care facilities by identifying, investigating and resolving matters that may adversely affect their health, safety, welfare and/or rights of residents.

Family Caregiver Support Program

The Family Caregiver Support Program (FCSP) provides a comprehensive array of services designed to assist informal caregivers or older relative caregivers. The program's primary goal is to reduce caregiver burden by offering practical supports that help caregivers maintain their own well-being while continuing to provide care. FCSP services help stabilize caregiving situations and strengthen the caregiver's capacity to manage daily responsibilities, preventing or delaying the need for higher levels of care, including premature institutionalization.

Family Caregiver Support Program Services for Those Caring for the Cognitively Impaired

The Family Caregiver Support Program (FCSP) for Those Caring for the Cognitively Impaired is a component of LADOA's comprehensive FCSP network that is accessed through a single point of entry. It is designed to ensure that families are recognized and supported with long-term care through a cohesive system of caregiver support.

Of the \$13,222,748 in Older Americans Act Fund, \$9,605,783 is allocated to various programs supporting the Multipurpose Centers.

Contractor Name	Project Name	Aging Service Area (ASA)	Older Americans Act (OAA)	City General Fund	Contract Total
Citywide Program					
Bet Tzedek	III-B & III-E Legal Services	Citywide	\$394,913	\$0	\$394,913
CNS / RQA / CA, Inc.	Nutrition Consultant Services	Citywide	\$426,493	\$26,019	\$452,512
Jewish Family Service of Los Angeles	Oasis	Citywide	\$31,702	\$0	\$31,702
St. Barnabas Senior Center of Los Angeles	Oasis	Citywide	\$31,702	\$0	\$31,702
Chinatown Service Center	Multilingual Information and Assistance	Citywide	\$57,380	\$0	\$57,380
Mexican American Opportunity Foundation	Multilingual Information and Assistance	Citywide	\$57,380	\$0	\$57,380
Partners in Care Foundation, Inc.	Disease Prevention & Health Promotion	Citywide	\$264,523	\$0	\$264,523
WISE & Healthy Aging	The Long Term Care Ombudsman, Elder Abuse Prevention	Citywide	\$1,597,646	\$3,017	\$1,600,663
Alzheimer's Greater Los Angeles	Family Caregiver Support - Cognitively Impaired	Citywide	\$157,662	\$0	\$157,662
Special Service for Groups	Family Caregiver Support	Citywide	\$298,782	\$0	\$298,782
St. Barnabas Senior Center of Los Angeles	Family Caregiver Support	Citywide	\$298,782	\$0	\$298,782
Social Services and Family Caregiver Support Program Totals			\$3,616,965	\$29,036	\$3,646,001

**EXHIBIT E
(CONTRACTOR'S ADMINISTRATION)**

Effective as of: 07/07/26

CONTRACTOR'S LEGAL NAME: City of Los Angeles Community Investment Department

CONTRACT NUMBER: ADRC262702

UEI NUMBER: PBLSTCFHNM76

CONTRACTOR'S PROJECT MANAGER¹:

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Title: Social Worker III

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Telephone: (213) 584-8593

E-Mail Address: kadrina.baker@lacity.org

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Telephone: _____

E-Mail Address: abigail.marquez@lacity.org

Name: Ruth Rodrigues

Title: Executive Officer

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Telephone: _____

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INVOICES – AUTHORIZED SIGNER:

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Signature: _____

MIS DATA ENTRY PERSONNEL:

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Notes:

- 1 Project Manager must meet all of the requirements noted in Exhibit A (Statement of Work and Attachments). When updating the individual identified as the Project Manager, Contractor must submit the individual's degree/diploma, resume, and job specifications.
- 2 Authorized Representative(s) must be identified on Contractor's Board of Director's resolution, which provides evidence to support delegated authority that Contractor has vested in this individual to act on behalf of Contractor. When updating the individual designated as the Authorized Representative(s), Contractor must submit the Board of Director's resolution which identifies the new individual(s).
- 3 In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Contract Amendment(s), invoicing documents, notices, etc.

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF LOS ANGELES
and
|CONTRACTOR IN CAPS|
for
THE MULTIPURPOSE SOCIAL SERVICES, NUTRITION AND TRANSPORTATION PROJECT
SERVICES
for the
COMMUNITY INVESTMENT DEPARTMENT

CFDA Number	Title	Year	Award Number (FAIN)	Award Name
93.044	Title III-B Supportive Services	2026	2501CAOASS-01	Older Americans Act Title III- Supportive Services
93.045	Title III-C Nutrition Services	2026	2501CAOACM-01	Older Americans Act Title III- Congregate Services
93.045	Title III-C Nutrition Services	2026	2501CAOAH-01	Older Americans Act Title III- Home Delivered Meals
93.053	Nutrition Services Incentive Program	2026	2501CAOANS-01	Older Americans Act -Nutrition Services Incentive Program
10.576	Senior Farmers Market Program	2026	257CACA3Y8313 257CACA3Y8314	Senior Farmers Market Program

Said Agreement is Number

Federal Award Date: 2026-2027

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

Center(s): *|CENTER NAME|* & *|CENTER NAME MINI|*

Delivery Service Area (if applicable):*|SERVICE AREA|* ASA & *|SERVICE AREA MINI|* ASA

Professional Services Agreement
THE MULTIPURPOSE SOCIAL SERVICES, NUTRITION AND TRANSPORTATION PROJECT
SERVICES

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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
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
EXHIBIT M	PROPOSITION A REQUIREMENTS
EXHIBIT N	BOARD RESOLUTION AUTHORIZING SOLE SIGNATORY

AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
[\[CONTRACTOR IN CAPS\]](#)
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 Community Investment Department ("CID"), and *[\[CONTRACTOR\]](#)*, a California nonprofit corporation ("Contractor").

1. WHEREAS, pursuant to Council File No. 25-0600-S43, the City established the CID through the consolidation of the former Community Investment for Families Department, Los Angeles Department of Aging, Youth Development Department, and Economic and Workforce Development Department, and CID has been designated by the City to provide for the planning, coordination, direction, and management of community investment activities and services formerly assigned to those departments; and
2. WHEREAS, CID 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
3. 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
4. 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
5. WHEREAS, CID 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, Nutrition Services Incentive Program (NSIP), and/or City General Fund ("CGF"); and
6. WHEREAS, the CID 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
7. 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 the CID budget by CDA and/or City pursuant to the OAA Program; and
8. WHEREAS, on April 4, 2023, the 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

9. WHEREAS, on June 30, 2023, CID was authorized to enter into this Agreement (refer to Council File Number 23-0700 dated 06/30/2023); and
10. WHEREAS, the Parties are now desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX dated August 19, 2026) that authorizes the General Manager of CID to prepare and execute the Agreement.
11. WHEREAS, this Agreement is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

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

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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 [*|PRINCIPAL FULL 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:

Abigail R. Marquez, General Manager
Community Investment Department
444 S. Flower Street, 14th Floor
Los Angeles, CA 90071

With copies to:

Frank Mier, Senior Management Analyst I
Community Investment Department
Program Management Division

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

[*|CONTRACTOR REP NAME|*](#), [*|CONTRACTOR REP TITLE|*](#)
[*|CONTRACTOR|*](#)
[*|REP STREET ADDRESS|*](#)
[*|CITY, STATE, ZIP|*](#)
[*|EMAIL|*](#)

With copies to:

[*|ALT REP NAME|*](#), [*|ALT REP TITLE|*](#)
[*|CONTRACTOR|*](#)
[*|ALT EMAIL|*](#)

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, 2026 and will terminate on June 30, 2027, 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 conditions 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 the former Los Angeles Department of Aging (LADOA) 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 in 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-English-speaking or limited-English speaking whose income is at or below poverty level. 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:

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.

3.1.2 Priority Services are divided into three sub-categories:

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

3.1.2.2 **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

3.1.2.3 **Legal Assistance (also 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.

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 set forth in [22 CCR 7135].

- 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 - Scope of Work (“Scope of Work”) and incorporated herein by reference.
- 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 *|GRAND TOTAL SPELLED|* (*|GRAND TOTAL|*) 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:

* SERVICE AREA * ASA July 1, 2026 through June 30, 2027	OAA Title III-B	OAA Title III-C1	OAA Title III-C2	Nutrition Services Incentive Program	Proposition A	City General Fund	TOTAL FUNDS
Original Contract							
FEDERAL FUNDS	* FED III-B *	* FED III-C1 *	* FED III-C2 *	* FED NSIP *	* FED PROP A *	* FED CGF *	* FED FUNDS *
STATE FUNDS	* STATE III-B *	* STATE III-C1 *	* STATE III-C2 *	* STATE NSIP *	* STATE PROP A *	* STATE CGF *	* STATE FUNDS *
NSIP FUNDS	* NSIP III-B *	* NSIP III-C1 *	* NSIP III-C2 *	* NSIP *	* NSIP PROP A *	* NSIP CGF *	* NSIP FUNDS *
CITY GENERAL FUNDS	* CGF III-B *	* CGF III-C1 *	* CGF III-C2 *	* CGF NSIP *	* CGF PROP A *	* CGF *	* CGF FUNDS *
PROP A FUNDS	* PROP A III-B *	* PROP A III-C1 *	* PROP A III-C2 *	* PROP A NSIP *	* PROP A *	* PROP A CGF *	* PROP A FUNDS *
GRAND TOTAL	* OTO TOTAL *	* III-C1 TOTAL *	* III-C2 TOTAL *	* NSIP TOTAL *	* PROP A TOTAL *	* CGF TOTAL *	* TOTAL FUNDS *

SERVICE AREA MINI ASA July 1, 2026 through June 30, 2027	City General Fund
Social Services	* SOCIAL SERVICES *
Congregate Meals	* CONGREGATE MEALS *
Home-Delivered Meals	* HOME-DELIVERED MEALS *
Evidence Based	* EVIDENCED BASED *
Mobility Assistance	* MOBILITY ASSISTANCE *
TOTAL FUNDING	* MINI-MPC PARK TOTAL *

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. A 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 is 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 a 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 the City has received the monthly expenditure report and all other required documents and after the 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 the City's guidelines as set forth by CID's Financial Management Division, showing final expenditures and other documents as required by the 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)] .

5.7 Applicable Discounts

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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 using 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, or overtime work expenditures are not eligible for reimbursement under this Contract.

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 CID.

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 Costs

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 300, 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 uncollectible 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 a 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,

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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. The cost of such accounting services is 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 is 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,

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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, certified destruction, 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 Advanced 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 200.334.

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

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A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to an 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 real and personal property 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 CID 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 CID. Contractor shall submit to CID a Request to Dispose of Property (CDA 248). CID will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CID, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until approved by CID. Contractor will be liable for the repayment of purchase price of equipment if it disposes of equipment without prior approval from CID.

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, inure 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 the 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 subgrant and contract awards, obligations, unobligated 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 Procedures for proper charging of costs and cost allocation that are 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 of 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 CID'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 CID, and/or
 - 13.9.10.2 Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or
 - 13.9.10.3 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 services 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 products were the 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 its 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 from any subcontractor that fails to comply

[CONTRACTOR CAPS]

FY 2026-2027 OAA MPC Contract - [SERVICE AREA](#)

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, failing to meet the Performance Standards, failing to start up the program on time, failing to 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 capability 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 15.1 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, costs, 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 this 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 Sections 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. 5/26 [v.1]), which are attached to this Agreement as Exhibit A and incorporated herein by reference.

17.1 Nondiscrimination

The Contractor shall comply with the applicable nondiscrimination 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's obligation includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin, and any implementing regulations, which require recipients of federal funds, including Contractor, to take reasonable steps to ensure meaningful access to its programs and activities by persons with limited English proficiency as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

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) define 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, or anything of monetary value from any actual or potential subcontractor, supplier, or party to a subagreement (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 an 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 Guidance) and Part 300 (agency-specific requirements).

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. §§290dd-3 and 290ee-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); (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 subawards 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 an 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 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 noncompliance, 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 or 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.

The 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 certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of

Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]), (iii) any attachments to this Agreement.

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

[Remainder of page intentionally left blank.]
[Signatures continue on next page.]

21.0 SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and *[\[CONTRACTOR IN CAPS\]](#)* have caused this Agreement for the ADMINISTRATION OF THE MULTIPURPOSE SOCIAL SERVICES, NUTRITION AND TRANSPORTATION PROJECT SERVICES to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Deputy City Clerk

Date: _____

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.

ABIGAIL R. MARQUEZ
General Manager
Community Investment Department

By: _____

ROSA E. BENAVIDES
Assistant General Manager
Community Investment Department

Date: _____

For: *[\[CONTRACTOR IN CAPS\]](#)*

* 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: _____

[\[SIGNER 1 NAME\]](#)

[\[SIGNER 1 TITLE\]](#)

Date: _____

By: _____

[\[SIGNER 2 NAME\]](#)

[\[SIGNER 2 TITLE\]](#)

Date: _____

UEI Number: *[\[UEID NUMBER\]](#)*

City Business License Number: *[\[BTRC #\]](#)*

Internal Revenue Service Taxpayer Identification Number: *[\[TAX ID #\]](#)*

Said Agreement is Number C- of City Contracts

[\[CONTRACTOR CAPS\]](#)

FY 2026-2027 OAA MPC Contract - [SERVICE AREA](#)

EXHIBIT C

SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

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

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

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

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

B Targeting of Services

1. Services shall be targeted to seniors sixty years of age or older (60+) with an emphasis on serving seniors with the greatest economic and social need, and with particular attention to underrepresented community members. The Older Americans Act (OAA) defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans for purposes of providing statistical data to the Grantor in accordance with the statewide uniform reporting system established by state and federal reporting provisions.
2. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by federal guidelines.
3. Greatest social need is defined to mean the need caused by non-economic factors, which include physical and mental disabilities, language barriers, cultural, social, or geographic isolation, including that caused by being a member of an underrepresented community, which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

C Units of Service

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

D Multipurpose Center

The Multipurpose Center(s) (MPCs) shall serve as the community focal point on aging where older persons sixty years of age or older (60+) can come together for services and activities, which enhance their dignity, support their independence and encourage their involvement in and with the community. Using the 2020 Census as adjusted by the post enumeration survey, the Contractor shall proportionally serve all underrepresented groups in each Aging Service

Area (ASA) in which services are being provided. The center shall also serve as a community resource for information on aging, for training professionals and lay leadership, and for developing new approaches on aging programs.

E OAA – Title III-B

1. The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities, including client assessment through case management and integration and coordination of community services such as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource development and management to assist such individuals to live independently in a home environment.
2. The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.
3. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the contributions.
4. The Contractor's senior services director is responsible for the overall coordination of the MPC.
5. The Contractor shall ensure that each of its employees, who provides personal care services in the homes of service recipients, and is not a registered nurse, licensed practical nurse, or certified nursing assistant, shall have adequate training. Adequate training as defined below:
 - a. Provided by an agency or organization other than the employer of the employees,
 - b. Provided by registered nurses or licensed vocational nurses (or trainers of like or greater qualifications) with prior teaching or training experience, and
 - c. At least a total of fifty (50) hours of training covering at least the following subjects:
 - mobility and safe transfer techniques;
 - range of motion and positioning;
 - safety and security;
 - personal hygiene and grooming;
 - nutrition, food preparation, food safety;
 - reading and recording vital signs;
 - observations;
 - reporting;
 - activities of daily living;
 - body functions, changes, and physical and emotional characteristics in the served populations;
 - recognition and procedures for emergencies;
 - infection control;

- maintenance of a clean and safe environment;
- CPR and first aid;
- Alzheimer's disease, dementia, death and dying; and
- consumer independence.

6. The Contractor shall ensure that all covered employees providing services under this agreement shall have completed such training within six (6) months after the effective date of this agreement. In order to ensure that this requirement is complied with, the Contractor shall maintain a current list of the employees providing services under the agreement together with information about whether each employee has completed the required training and, if so, the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by CDA and/or CID upon request.
7. If the Contractor enters into any subcontract for the provision of personal care services in the homes of service recipients, the Contractor shall include the foregoing provisions in any such subcontract and ensure that the subcontractor complies with the foregoing requirements.

8. Units of Service

a. *|SERVICE AREA|* AGING SERVICE AREA

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

Name: *|CENTER NAME|*

Address: *|CENTER ADDRESS|*

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

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
PERSONAL CARE: PROGRAM #1			* III-B PCP NEW CLIENT S *	* III-B PCP UNDUPLICATED *
Personal Care:	1 Hour	* III-B PCP SERVICE UNITS *		
HOMEMAKER: PROGRAM #2			* III-B HP NEW CLIENT S *	* III-B HP UNDUPLICATED *
Light Housework:	1 Hour	* III-B HP SERVICE		

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
		UNITS *		
CHORE: PROGRAM #3			* III-B CP NEW CLIENT S *	* III-B CP UNDUPLICATED *
Heavy Housework:	1 Hour	* III-B CP SERVICE UNITS *		
CASE MANAGEMENT: PROGRAM #6			* III-B CM NEW CLIENT S *	* III-B CM UNDUPLICATED *
Care Planning:	1 Hour	* III-B CARE PLANNING SERVICE UNITS *		
Service Authorization:	1 Hour	* III-B SERVICE AUTHORIZATION SERVICE UNITS *		
Case Monitoring:	1 Hour	* III-B CASE MONITORING SERVICE UNITS *		
INFORMATION & ASSISTANCE: PROGRAM #13			* III-B IAP NEW CLIENT S *	* III-B IAP UNDUPLICATED *
Information:	1 Contact	* III-B INFO SERVICE UNITS *		
Assistance:	1 Contact	* III-B ASST SERVICE UNITS *		
Follow-Up:	1 Contact	* III-B FOLLOUP		

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
		SERVICE UNITS *		
OUTREACH: PROGRAM #14			* III-B OP NEW CLIENT S *	* III-B OP UNDUPLICATED *
Outreach:	1 Contact	* III-B OP SERVICE UNITS *		
OTHER SUPPORT SERVICES: PROGRAM #15			* III-B OSSP NEW CLIENT S *	* III-B OSSP UNDUPLICATED *
Comprehensive Assessment:	1 Hour	* III-B COMPREHENSIVE SERVICE UNITS *		
Senior Center Activities:	1 Hour	* III-B SENIOR CENTER SERVICE UNITS *		
Visiting:	1 Hour	* III-B VISITING SERVICE UNITS *		
Telephone Reassurance:	1 Contact	* III-B TELEPHONE SERVICE UNITS *		
Personal Affairs:	1 Contact	* III-B PERSONAL AFFAIR SERVICE UNITS *		

b. *|SERVICE AREA MINI|* MINI AGING SERVICE AREA

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

Name: *|CENTER NAME MINI|*

Address: *|CENTER ADDRESS MINI|*

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

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
PERSONAL CARE: PROGRAM #1			* PCP NEW CLIENTS MINI *	* PCP UNDUPLICATED MINI *
Personal Care:	1 Hour	* PCP SERVICE UNITS MINI *		
HOMEMAKER: PROGRAM #2			* HP NEW CLIENTS MINI *	* HP UNDUPLICATED MINI *
Light Housework:	1 Hour	* HP SERVICE UNITS MINI *		
CHORE: PROGRAM #3			* CP NEW CLIENTS MINI *	* CP UNDUPLICATED MINI *
Heavy Housework:	1 Hour	* CP SERVICE UNITS MINI *		
CASE MANAGEMENT: PROGRAM #6			* CM NEW CLIENTS MINI *	* CM UNDUPLICATED MINI *
Care Planning:	1 Hour	* CARE PLANNING SERVICE UNITS MINI *		
Service Authorization:	1 Hour	* SERVICE AUTHORIZATION SERVICE		

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
		UNITS MINI *		
Case Monitoring:	1 Hour	* CASE MONITOR ING SERVICE UNITS MINI *		
INFORMATION & ASSISTANCE: PROGRAM #13			* IAP NEW CLIENT S MINI *	* IAP UNDUPLICAT ED MINI *
Information:	1 Contact	* INFO SERVICE UNITS MINI *		
Assistance:	1 Contact	* ASST SERVICE UNITS MINI *		
Follow-Up:	1 Contact	* FOLLOU P SERVICE UNITS MINI *		
OUTREACH: PROGRAM #14			* OP NEW CLIENT S MINI *	* OP UNDUPLICAT ED MINI *
Outreach:	1 Contact	* OP SERVICE UNITS MINI *		
OTHER SUPPORT SERVICES: PROGRAM #15			* OSSP NEW CLIENT S MINI *	* OSSP UNDUPLICAT ED MINI *
Comprehensive Assessment:	1 Hour	* COMPR EHENSIV E SERVICE UNITS MINI *		
Senior Center Activities:	1 Hour	* SENIOR CENTER SERVICE		

Service Category	Unit Measure	Service Units For Contract Period	New Clients Served	Unduplicated Clients Served
		UNITS MINI *		
Visiting:	1 Hour	* VISITIN G SERVICE UNITS MINI *		
Telephone Reassurance:	1 Contact	* TELEPH ONE SERVICE UNITS MINI *		
Personal Affairs:	1 Contact	* PERSO NAL AFFAIR SERVICE UNITS MINI *		

F Congregate Nutrition Services (OAA Title III-C1)

1. The congregate meal program shall provide meals to persons sixty years of age or older (60+) and their spouse (regardless of age) and to qualified disabled adults. The Contractor shall serve all underrepresented groups in each ASA in which services are being provided in proportion to the number of that underrepresented group as is shown in the 2020 Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020-2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The health, ethnic, and religious needs of the participants shall be considered in meal planning.
2. The Contractor shall ensure Title III-C1 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Congregate Nutrition Program.
4. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140°F or higher for hot foods and 41°F or below for cold foods.
5. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's

nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions. A charge shall be in effect for non-senior meals. The charge shall reflect the actual cost of the meal and any administrative cost associated with providing the meal. Non-senior meals shall be available after ensuring all seniors requesting a meal have been served.

6. The Contractor shall not use either grant or program income funds of a congregate nutrition program to supplement any other program component.
7. The Contractor shall not serve fewer than twenty (20) participants at each site.
8. All meals served pursuant to this contract shall be served within the Contractor's ASA as designated by CID, unless a specific written exemption is granted thirty (30) days prior to the planned event.
9. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in Section 5.1 of this agreement for the Nutrition Services Incentives Program (NSIP) cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

10. Units of Service

a. *|SERVICE AREA|* AGING SERVICE AREA

The Contractor shall provide *|III-C1 HOT|* hot or other appropriate meals with prior approval from CID in congregate setting one time(s) a day, Monday through Friday, except for authorized holidays, serving *|III-C1 NEW|* new clients, and *|III-C1 UNDUPLICATED|* unduplicated clients for the contract period, providing *|III-C1 MEALS|* meals for the contract period of 249 serving days.

Site Name	Site Address	Site Hours	Meals Per Day	Meals For Contract Period	New Clients	Unduplicated Clients
* III-C1 SITE NAME 1 *	* III-C1 SITE ADD 1 *	* III-C1 SITE HOURS 1 *	* III-C1 DAILY MEALS 1 *	* III-C1 TOTAL MEALS 1 *	* III-C1 NEW CLIENTS 1 *	* III-C1 UNDUPLICATED CLIENTS 1 *
* III-C1 SITE NAME 2 *	* III-C1 SITE ADD 2 *	* III-C1 SITE HOURS 2 *	* III-C1 DAILY MEALS 2 *	* III-C1 TOTAL MEALS 2 *	* III-C1 NEW CLIENTS 2 *	* III-C1 UNDUPLICATED CLIENTS 2 *
* III-C1 SITE NAME 3 *	* III-C1 SITE ADD 3 *	* III-C1 SITE HOURS 3 *	* III-C1 DAILY MEALS 3 *	* III-C1 TOTAL MEALS 3 *	* III-C1 NEW CLIENTS 3 *	* III-C1 UNDUPLICATED CLIENTS 3 *
* III-C1 SITE NAME 4 *	* III-C1 SITE ADD 4 *	* III-C1 SITE HOURS 4 *	* III-C1 DAILY	* III-C1 TOTAL	* III-C1 NEW	* III-C1 UNDUPLIC

Site Name	Site Address	Site Hours	Meals Per Day	Meals For Contract Period	New Clients	Unduplicated Clients
			MEALS 4 *	MEALS 4 *	CLIENTS 4 *	UNDUPLICATED CLIENTS 4 *
* III-C1 SITE NAME 5 *	* III-C1 SITE ADD 5 *	* III-C1 SITE HOURS 5 *	* III-C1 DAILY MEALS 5 *	* III-C1 TOTAL MEALS 5 *	* III-C1 NEW CLIENTS 5 *	* III-C1 UNDUPLICATED CLIENTS 5 *
* III-C1 SITE NAME 6 *	* III-C1 SITE ADD 6 *	* III-C1 SITE HOURS 6 *	* III-C1 DAILY MEALS 6 *	* III-C1 TOTAL MEALS 6 *	* III-C1 NEW CLIENTS 6 *	* III-C1 UNDUPLICATED CLIENTS 6 *
* III-C1 SITE NAME 7 *	* III-C1 SITE ADD 7 *	* III-C1 SITE HOURS 7 *	* III-C1 DAILY MEALS 7 *	* III-C1 TOTAL MEALS 7 *	* III-C1 NEW CLIENTS 7 *	* III-C1 UNDUPLICATED CLIENTS 7 *

b. *|SERVICE AREA MINI|* MINI AGING SERVICE AREA

The Contractor shall provide *|III-C1 HOT MINI|* hot or other appropriate meals with prior approval from CID in congregate setting one time(s) a day, Monday through Friday, except for authorized holidays, serving *|III-C1 NEW MINI|* new clients, and *|III-C1 UNDUPLICATED MINI|* unduplicated clients for the contract period, providing *|III-C1 MEALS MINI|* meals for the contract period of 249 serving days.

Site Name	Site Address	Site Hours	Meals Per Day	Meals For Contract Period	New Clients	Unduplicated Clients
* III-C1 SITE NAME MINI *	* III-C1 SITE ADD MINI *	* III-C1 SITE HOURS MINI *	* III-C1 DAILY MEALS MINI *	* III-C1 TOTAL MEALS MINI *	* III-C1 NEW CLIENTS MINI *	* III-C1 UNDUPLICATED CLIENTS MINI *

G Home-Delivered Nutrition Services (OAA Title III-C2)

1. The home-delivered meals program shall provide home-delivered meals to persons 60 years of age or older who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The Contractor shall serve all groups in each ASA in which services are being provided in proportion to the number of that group in the ASA as is shown in the Census as adjusted by the post enumeration survey. The Dietary Guidelines for Americans 2020- 2025 edition will be used to ensure that each meal will meet 1/3 of the Dietary Reference Intakes as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Individuals with disabilities who reside in a non-institutional household with an individual eligible for

home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.

2. The Contractor shall ensure Title III-C2 meals are compliant with the Older Californians Nutrition Program Menu Guidance available at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2fmnswDwFAig%3d%3d>
3. The Contractor's nutrition director is responsible for the overall coordination of the Home-Delivered Nutrition Program.
4. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature 140°F or higher for hot foods and 41°F or below for cold foods.
5. The Contractor shall provide nutrition outreach to a minimum of one thousand (1,000) individuals.
6. Participant's voluntary contributions for services rendered by the Contractor shall be received with complete anonymity. The program-related advisory council (see Section N) shall recommend a suggested schedule of voluntary contribution rates, which the Contractor will post in a prominent location within the service area. The Contractor's nutrition director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting, and deposit of the contributions.
7. The Contractor shall perform a quarterly assessment of participants in the home-delivered nutrition program, to ensure their continued eligibility.
8. The Contractor shall not use either grant or program income funds of a home-delivered nutrition program, to supplement any other program component.
9. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in Section 5.1 of this agreement for the NSIP cash entitlement. NSIP funds shall only be used to purchase domestically produced foods for the nutrition program.

10. Units of Service

a. *|SERVICE AREA|* AGING SERVICE AREA

The Contractor shall provide *|III-C2 HOT|* hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from the CID is required if cold, frozen, dried, canned, or other appropriate meals are to be served. The Contractor shall serve *|III-C2 UNDUPLICATED|* unduplicated clients and *|III-C2 NEW|* new clients for the contract period, providing *|III-C2 MEALS|* meals for the contract period of 249 serving days and an additional *|III-C2 THANKSGIVING|* meals funded by the Trust Fund for Thanksgiving meals.

b. *|SERVICE AREA MINI|* MINI AGING SERVICE AREA

The Contractor shall provide *|III-C2 HOT MINI|* hot meals at the participants'

residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from the CID is required if cold, frozen, dried, canned, or other appropriate meals are to be served. The Contractor shall serve *|III-C2 *|UNDULICATED MINI|* unduplicated clients and *|III-C2 NEW MINI|* new clients for the contract period, providing *|III-C2 MEALS MINI|* meals for the contract period of 249 serving days and an additional *|III-C2 THANKSGIVING MINI|* meals funded by the Trust Fund for Thanksgiving meals.

H Nutrition Education

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

I Transportation Assistance Program (Proposition A)

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

a. *|SERVICE AREA|* AGING SERVICE AREA

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

b. *|SERVICE AREA MINI|* MINI AGING SERVICE AREA

The Contractor shall provide Proposition A transportation services, which include, but shall not be limited to *|PROP A TRANSPORTATION TRIPS MINI|* one-way trips.

J Senior Farmer's Market Nutrition Program (SFMNP)

1. Under the guidance of US Department of Agriculture's Food and Nutrition Services Agency (USDA, FNS) and the California Department of Food and Agriculture (CDFA), and as per 7 CFR 249, the City allocates SFMNP electronic benefit cards to enable

seniors age sixty and older (60+) with access to fresh fruits and vegetables.

2. The Contractor shall provide for the distribution, tracking, and reporting of the SFMNP electronic benefit cards in line with all applicable federal, state, and local regulations.

a. *|SERVICE AREA|* AGING SERVICE AREA

The Contractor shall distribute *|SFMNP CARDS|* (SFMNP) 2025 electronic benefit cards to eligible low-income seniors within the ASA of the organization. Each participant may receive only one electronic benefit card loaded with \$50 redeemable value. Each electronic benefit card is redeemable at selected farmers' markets in exchange for fresh fruits, herbs, and vegetables.

b. *|SERVICE AREA MINI|* MINI AGING SERVICE AREA

The Contractor shall distribute *|SFMNP CARDS MINI|* (SFMNP) 2025 electronic benefit cards to eligible low-income seniors within the ASA of the organization. Each participant may receive only one electronic benefit card loaded with \$50 redeemable value. Each electronic benefit card is redeemable at selected farmers' markets in exchange for fresh fruits, herbs, and vegetables.

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

The Contractor shall provide an outreach service program through which hard-to-reach isolated elderly individuals in greatest need of available social services are identified and contacted. The purpose of the outreach services program is to inform these individuals of the opportunities and assistance available, with the intent of linking them to the appropriate service.

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

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

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

1. Grant-Related Income referred to in this Agreement is in accordance with the definition issued by CDA, which is as follows:

a. Grant-related Income refers to income derived as a direct or indirect result of a grant or from activities designed to supplement grant funds. It includes income from program income, gifts, voluntary contributions, income from wills and/or trusts, the object of which is to benefit the grant-funded project. The income generated is used to expand project services.

b. Grant-related income is accounted for in terms of "Program Income" and "Other Income" as follows:

- 1) Program Income - Gross income earned by a contractor from activities the cost of which are partly or entirely borne by the grant. It includes, but is not limited to, income in the form of participant voluntary contributions for services performed during the contract period, proceeds from the sale of personal or real property, rental fees, royalties, etc.

- 2) Other Income - Income derived from sources other than program income. It includes agency fundraising efforts to generate money other than grant funds (i.e., auctions, social events, rebates, etc.). Income from fundraising can be used as match or non-match.

2. In the event that the foregoing definition is amended or revised by CDA, the City shall notify the Contractor and the Contractor agrees to comply with such amendment(s) or revision(s).

N Advisory Council

All CID-funded programs must have an advisory council formed within sixty (60) days of contract execution. At least 50% plus one (1) member of the advisory council must be composed of service consumers and shall consist of at least five (5) members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council is to advise the Contractor on its program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions.

O Public Information

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

P Volunteer Staff

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

Q Staff and Volunteer Training

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

R Internal Monitoring

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

S Linkages With Other Agencies

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

T Performance Standards

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

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

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

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

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

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

Title III-E Family Caregiver Support Program (FCSP) – Information identifying the III-E services being provided and the contact information of the staff overseeing the III-E program is being circulated among the senior centers and other venues where caregivers may congregate. Family caregiver services are being provided and the day, time and hours of activities are posted. Eligible Service Population for Title III-E: an adult family member. Or another individual, who is an informal provider of in-home and community care to an older

individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. Older relative caregivers (age 55+) who are primarily caring for a child or individual with a disability are also eligible for services. [OAA § 372(a)(4)(C)]

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

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

U Computer/Automation Requirements

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

V Good Food Purchasing Pledge

The Contractor pledges its purchasing power to support:

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

W Grievance Procedures

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

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to CID if dissatisfied with the results of the service provider's review.
3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the program participant's consent.
4. Require service providers to notify all program participants of the grievance processes available through the service provider and CID by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in MPCs. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of program participants. "Substantial number" and "significant number" shall be determined by CID.
 - b. Advising homebound program participants of the process either orally or in writing upon the service providers' contact with the program participants.
 - c. Complaints may involve, but not be limited to, any or all of the following:

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

X Voluntary Contributions

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

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

Y Compliance with City Local Ordinances

The Contractor shall comply, if applicable, with the following local ordinances, which may be amended from time to time and are incorporated herein by reference:

- Ordinance 187716 – Promotion of Reusable Bags and Regulation of the Use of Plastic and Paper Single- Use Carryout Bags
- Ordinance 187717 – Prohibition of the Distribution and Sale of Expanded Polystyrene (Styrofoam™) Products
- Ordinance 187718 – Zero Waste City Facilities and Events on City Property

Additionally, any subcontract entered into by Contractor for work to be performed under this Contract must include the same provisions.