

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 2, 2022

CAO File No. 0220-05932-0000

Council File No. 19-0721-S1

Council District: Citywide

To: The Mayor
The Council

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Community Investment for Families transmittal dated January 24, 2022; Received by the City Administrative Officer on January 27, 2022

Subject: **REQUESTS RELATED TO THE EXPANSION OF THE SOLID GROUND HOMELESSNESS PREVENTION PROGRAM**

RECOMMENDATION

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

1. Authorize the transfer of administration of the Solid Ground Homelessness Prevention Program (HPP) from the Los Angeles Housing Department (LAHD) to the Community Investment for Families Department (CIFD);
2. Authorize the General Manager of CIFD, or designee, to:
 - a. Expand the Solid Ground HPP from eight FamilySource Centers (FSC) to 16 FSCs and to negotiate and execute contracts with the 16 FSCs listed on Table 1 of the CAO Report to operate the Solid Ground HPP for a one-year contract term retroactive to March 1, 2022 through February 28, 2023, with an option to renew and amend the contract for an additional one-year term, subject to review and approval of the City Attorney as to form and legality, compliance with the City's contracting requirements, and funding availability;
 - b. Prepare and submit Controller instructions and any technical corrections, as necessary, for the transactions included in this report to implement the Mayor and Council intentions, subject to the approval of the City Administrative Officer;
3. Authorize the City Controller to:
 - a. Establish a new fund entitled "CIFD General Fund Programs" for the receipt and disbursement of General Fund appropriations for programs administered by the CIFD, which includes the Solid Ground HPP;

- b. Establish new accounts within the new CIFD General Fund Programs Fund and transfer \$4,000,000 from the Unappropriated Balance Fund No. 100/58, Account No. 580360, Solid Ground Program to the following accounts:

Fund/Dept	Account	Account Name	Amount
NEW/21	21V121	Community Investment for Families	\$121,823
NEW/21	21V143	Los Angeles Housing Department	\$13,113
NEW/21	21V582	FamilySource Centers Non-Profit	\$3,740,064
NEW/21	21V212	Solid Ground HPP Evaluation	\$125,000
Total			\$4,000,000

- c. Increase appropriations within the CIFD Fund No. 100/21 as follows:

Fund/Dept	Account	Account Name	Amount
100/21	001010	Salaries General	\$87,423
100/21	006010	Office and Administrative Expense	\$34,400
Total			\$121,823

- d. Increase appropriations in the amount of \$13,113 within the LAHD Fund No. 100/43, Account No. 006030, Leasing; and,
4. Authorize by resolution, subject to allocation by the Board of Civil Service Commissioners, two Management Analysts, Class Code 9184-0, and one Accountant, Class Code 1513-0, through June 30, 2022 to be employed in the Community Investment for Families Department for the implementation of the Solid Ground HPP.

SUMMARY

The Community Investment for Families (CIFD) requests approval for various actions related to the expansion of the Solid Ground Homelessness Prevention Program (HPP). On December 13, 2019, the Mayor and Council approved a plan for the expansion of the Solid Ground Pilot Program, which provides homelessness prevention assistance to families and individuals at imminent risk of homelessness. Eligible participants work with a Housing Stability Advisor to stabilize their current housing or secure other affordable housing. These participants receive up to three months of financial assistance for security deposits, rental assistance/arrears, utility arrears, move-in expenses, transportation costs, and/or food, and a year of wraparound services. This expansion was to be accomplished over two phases.

In April 2020, contracts were executed to implement Phase I of the expansion of the Solid Ground Pilot Program from one FamilySource Center (FSC) to eight FSCs with a total allocation of \$1,000,000, or \$125,000 for each FSC. Funds were provided from the Los Angeles Homeless Services Authority Program Expenses line item in the 2019-20 Unappropriated Balance (UB). In March 2021, an additional \$500,000 was provided from the Community Development Trust Fund

to address the top three identified vulnerabilities that contributed to low annual household income. The 2021-22 Adopted Budget provides \$4,000,000 for the Solid Ground HPP to implement Phase II, which would expand the Program to the remaining eight FSCs, for a total of 16 FSCs. The CIFD requests authority to transfer administration from the Los Angeles Housing Department (LAHD) to the CIFD and to negotiate and execute contracts with 16 FSCs to provide homelessness prevention services related to the Solid Ground HPP. The CIFD also requests to establish a new fund entitled CIFD General Fund Programs and to transfer \$4,000,000 from the UB to this new fund. The CIFD proposes to fund the 16 FSCs listed in Table 1 at \$233,734 each with a contract term of one year (January 1, 2022, to December 31, 2022). Subsequent to the release of CIFD’s transmittal, the Department requested to modify the contract term from March 1, 2022 through February 28, 2023 and provided the draft agreement, which is attached to this report. The additional information regarding the details and status of the program can be found in the CIFD transmittal, dated January 24, 2022.

Table 1

	FamilySource Center	Service Area	Compensation Amount
1	1736 Family Crisis Center	West Adams	\$233,754
2	All Peoples Community Center	Southeast Los Angeles	233,754
3	Barrio Action Youth and Family Center	El Sereno/Lincoln Heights	233,754
4	Central City Neighborhood Partners	Westlake/Pico-Union	233,754
5	El Centro de Ayuda	Boyle Heights	233,754
6	El Centro del Pueblo	Echo Park/Cypress Park	233,754
7	El Nido Family Centers Pacoima	Pacoima	233,754
8	El Nido Family Centers Southwest Los Angeles	Southwest Los Angeles	233,754
9	Latino Resource Organization	West Los Angeles	233,754
10	New Economics for Women Canoga Park	Canoga Park	233,754
11	New Economics for Women Van Nuys	Van Nuys	233,754
12	P.F. Bresee Foundation Wilshire	Wilshire	233,754
13	The Children’s Collective Inc.	Southwest/Florence	233,754
14	Toberman Neighborhood Center	Pedro/Wilmington	233,754
15	Volunteers of America Los Angeles	Hollywood	233,754
16	Watts Labor Community Action Agency	Southeast/Watts	233,754
		TOTAL	\$3,740,064

The CIFD also requests interim resolution authority for two Management Analysts and one Accountant to implement the expansion of the Solid Ground HPP. The responsibilities of the two Management Analysts include the following: preparing and administering the Solid Ground contracts; monitoring the budget; reviewing and approving invoices; coordinating payments with the Accounting Unit; building the data reporting system to capture program details; preparing as-needed reports, including the monthly program scorecard for program evaluation; conducting annual program risk assessments; and, preparing a minimum of two monitoring reviews per year

to ensure contract compliance and to verify participant eligibility and services rendered. The responsibilities of the Accountant include processing contractor invoices and payments and coordinating with program staff and the Controller's Office to respond to inquiries and resolve any accounting issues. This Office concurs with the Department's requests, as amended.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will have no additional impact to the General Fund. The 2021-22 Adopted Budget includes \$4,000,000 for the Solid Ground Homelessness Prevention Program. Additional extensions beyond the initial contract term are contingent on the availability and approval of funding in 2022-23.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies.

MWS:JL:JLJ:02220098c

Attachment

CITY OF LOS ANGELES
STANDARD LANGUAGE
CITY GENERAL FUNDS CONTRACT

Agreement No.

Project Title: Homelessness Prevention Program ("Solid Ground") & Eviction Defense Program

Primary Services Location: Address
City, State, Zip

Contractor: XXXXXXXXXXXXX

Type of Organization: Non-Profit

Corporate Number: CXXXXXXXX

D-U-N-S® Number: XXXXXXXXXXXX

Federal Award Date:

Research and Development Award (Yes or No): No

Table of Contents

SECTION	PAGE
1. INTRODUCTION	2
§101 TERMS OF AGREEMENT	2
§102 NOTICES	2
§103 SERVICE OF NOTICES	2
§104 CONDITIONS PRECEDENT TO THE EXECUTION	2
§105 CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS	3
§106 CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES	4
2. TERM, SCOPE OF WORK, BUDGET AND PROJECT ELIGIBILITY	4
§201 TIME OF PERFORMANCE	4
§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY	4
§203 BUDGET	5
3. COMPENSATION	6
§301 CONTRACTOR COMPENSATION	6
4. METHODS AND PROCEDURES GOVERNING PAYMENT	7
§401 WITHHELD PAYMENTS	7
§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT	8
§403 ALLOWABLE AND UNALLOWABLE COSTS	8
§404 PROGRAM INCOME	9
§405 RETURN OF PROGRAM INCOME	9
§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS	9
§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS	9
5. STANDARD PROVISIONS	9
§501 AMERICANS WITH DISABILITIES ACT	9
§502 INSURANCE	10
§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION	11
§504 CONFLICT OF INTEREST	12
§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS	13
§506 FEDERAL, STATE AND LOCAL TAXES	19
§507 INVENTIONS, PATENTS AND COPYRIGHTS	19
§508 COVID-19 NOTIFICATION (IF APPLICABLE)	19
§509 COMPLIANCE WITH CURRENT APPLICABLE SAFETY PROTOCOLS AND LAWS	19
§510 PROHIBITION AGAINST DUPLICATION OF BENEFITS	19
6. GRANT REQUIREMENTS	19
§601 REPORTING REQUIREMENTS	19
§602 MAINTENANCE OF RECORDS	20
§603 CUSTOMER/APPLICANT FILES	20
§604 EQUIPMENT RECORDS	21
§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES	21
§606 ACCOUNTING PRACTICES	22

Legal Name of Contractor

HPP-EDP PY 21-22

§607	DOCUMENTATION OF EXPENDITURES	23
§608	AUDITS AND INSPECTIONS	23
§609	CONFIDENTIALITY OF INFORMATION	24
§610	SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS	25
§611	RESTRICTION ON DISCLOSURES	25
§612	MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS	25
§613	INSTALLATION OF FINANCIAL ASSISTANCE SIGN	25
§614	PRESS RELEASES--PUBLIC INFORMATION	26
§615	NOTICE TO CITY OF LABOR DISPUTES	26
§616	LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD	26
§617	TECHNICAL ASSISTANCE	26
§618	PROHIBITION OF LEGAL PROCEEDINGS	26
§619	ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE	26
§620	FAITH-BASED ACTIVITIES	26
7.	SUBCONTRACT AND PROCUREMENT PROCEDURES	27
8.	REMEDIES	27
§801	DEFAULTS	27
§802	NOTICE TO CORRECT PERFORMANCE	28
§803	SUSPENSION OF THE AGREEMENT	28
§804	TERMINATION OF AGREEMENT	28
§805	NOTICES OF SUSPENSION OR TERMINATION	29
9.	MISCELLANEOUS	29
§901	SURVIVAL OF TERMS AND CONDITIONS	29
§902	ORDER OF PRECEDENCE	29
§903	RATIFICATION CLAUSE	29
§904	COUNTERPARTS AND ELECTRONIC SIGNATURES	29
§905	NUMBER OF PAGES AND ATTACHMENTS	30
10.	SIGNATURE PAGE	31

EXHIBITS

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

AGREEMENT OF CITY OF LOS ANGELES CONTRACT
(CITY CONTRACT NO. C-XXXXXX)
BETWEEN
THE CITY OF LOS ANGELES
AND
CONTRACTOR NAME

THIS AGREEMENT is entered into between the City of Los Angeles (“City”), a municipal corporation, and (FSC NAME) (“Contractor”), a California nonprofit corporation, for the provision of services related to the Homelessness Prevention Program (“Solid Ground”) and the Eviction Defense Program.

RECITALS

WHEREAS, the City and the Contractor have entered into an agreement (City contract number C-XXXXXX), wherein the Contractor shall provide Homelessness Prevention Program services under the CIFD budget, said Agreement effective March 1, 2022, which together with all amendments, restatements, and modifications thereto shall hereinafter be referred to as the “Agreement”; and

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

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

WHEREAS, the Homelessness Prevention Program (“Solid Ground”) and Eviction Defense Program that are the subject of this Agreement, have been established by the City as one of the above described programs, and have been funded in the CIFD budget pursuant to the City’s General Funds, CDBG funds, and CDBG – Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) funds, which provides supplemental funding to enable local communities to prevent, prepare for, and respond to coronavirus through providing quality affordable housing, suitable living environment, and expanding economic opportunities to low- and moderate – income person through HUD programs.

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

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

WHEREAS, the City and the Contractor are desirous of exciting this Agreement as authorized by the City Council and the Mayor (refer to Council File Numbers 19-0721-S1, dated ____,and ____), that authorize the General Manager of CIFD to prepare and execute the Agreement.

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

1. INTRODUCTION

§101 TERMS OF AGREEMENT

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

§102 NOTICES

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

A. The City, represented by:

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

With copies to:

Veronica McDonnell, Assistant General Manager
Community Investment for Families Department
1200 West 7th Street, Ninth Floor
Los Angeles, CA 90017

B. The Contractor, represented by:

Name of Representative, Title
(FSC NAME)
Street Address
City, State, Zip
xxx@xxx.xx

§103 SERVICE OF NOTICES

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

§104 CONDITIONS PRECEDENT TO THE EXECUTION

- A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:
 - 1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference, and more fully described in §502 herein below.

2. If the City has approved the advancement of any funds to Contractor, a Special Bank Account Agreement with a bank is required for the deposit of the advanced funds. The Special Bank Account Agreement shall be on a form supplied by the City that sets forth the right of the City to exercise a suspension of business upon proper notice to the bank by the City.
 3. An Affirmative Action Plan in accordance with §503, herein.
 4. A Code of Conduct that meets the requirements of §504(B) herein.
- B. Prior to execution of this Agreement, Contractor shall provide the City with the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.
1. A current list of the members of the Board of Directors with their individual addresses and telephone numbers where they may be reached.
 2. Contractor's Articles of Incorporation and all amendments to those Articles, as filed with the Secretary of State.
 3. Contractor's Bylaws, and all amendments to those Bylaws, as adopted by Contractor and properly attested.
 4. Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents. If the authorized person is someone other than Contractor's Corporate President, then Contractor shall also submit a copy of a signature specimen(s) on a form provided by the City.
 5. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.
 6. An Internal Revenue Service taxpayer identification number.
 7. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC – 31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
 8. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
 9. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit "D" and incorporated herein by reference.
 10. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit "E" and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.
 11. A Certificate of Compliance with the City's Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with PSC – 26 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.8.3.
 12. Compliance with, and/or completion of, the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance, and the Disclosure of Border Wall Contracting Ordinance, in

accordance with PSC – 33 and PSC – 44 respectively, of the Standard Provisions for City Contracts, and Los Angeles Administrative Code §10.41 *et seq.*, and the Los Angeles Administrative Code §10.50, respectively.

13. A Management Representation Statement fully executed in accordance with City’s fiscal policies and attached hereto as Exhibit “F” and incorporated herein by reference.

§105 CONTRACTOR’S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

§106 CONTRACTOR’S DUTY TO NOTIFY CITY OF CHANGES

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

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

§201 TIME OF PERFORMANCE

- A. The term of this Agreement shall be from **3/01/2022 to 2/28/2023** and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement (“Term”). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor’s successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Contractor, together with the collaborating agencies, shall provide a continuum of core services designed to: (a) help prevent new cases of homelessness by stabilizing housing and working with households to build a more financially secure future; (b) assist rent-burdened, low-income households stabilize their living conditions through wraparound services and temporary financial assistance; (c) provide case management services through a service-integrated financial coaching model; (d) conduct a comprehensive assessment for participating customers, which shall include both a benefits screening evaluation and a financial health evaluation of the households banking, credit, debt and savings; and (e) develop a housing stability plan in coordination with the household to ensure they are able to sustain themselves in their homes.

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

§203 BUDGET

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

3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed **\$233,754** for the complete and satisfactory performance of the Scope of Work (Exhibit G). These funds shall be allocated from Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.
2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
3. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, Section 601 herein below.
4. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.
5. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

6. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of grant funds.

C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.
 2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.
 3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.
 4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.
- D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.
- E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.
- F. Indirect Costs: Payment for indirect costs, if any, shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and the provisions of 2 C.F.R. Part 200, which provisions supersede the Office of Management and Budget (OMB) circulars.
- G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
- H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- I. Overtime Work: Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.

- J. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474.
- K. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

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

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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

§403 ALLOWABLE AND UNALLOWABLE COSTS

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

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

§404 PROGRAM INCOME

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

§405 RETURN OF PROGRAM INCOME

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

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

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

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

5. STANDARD PROVISIONS

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

§501 AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

§502 INSURANCE

A. General Conditions

1. During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in any RFP for subcontractor services. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply™** at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

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

C. Failure to Procure Insurance

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

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the Term shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance

to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

D. Workers' Compensation

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

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

§503 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

§504 CONFLICT OF INTEREST

- A. No City-funded Employees as Board Members

Legal Name of Contractor

HPP-EDP PY 21-22

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

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in CIFD Directive Number FY 12-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.
2. Prior to obtaining the City's approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such 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.
4. Definitions:
 - a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - 1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - 2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
 - c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.
5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.

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

§505 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

A. Statutes and Regulations Applicable To All Grant Contracts

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

1. OMB Circulars

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

2. Single Audit Act

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

3. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for

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

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

4. Records Inspection

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

5. Labor

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

6. Civil Rights

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

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal

funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

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

7. Environmental

- a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).

- c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
- h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

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

9. Suspension and Debarment

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

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

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

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

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

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

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

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

B. Statutes and Regulations Applicable to This Grant Agreement:

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

1. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.
2. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.
3. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.
4. Federal Acquisition Regulation, 48 CFR, Part 31.
5. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.
6. 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.

7. State Nondiscrimination Clause:

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

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

8. 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.

9. National Labor Relations Board Certification:

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

10. 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.

11. Expatriate Corporations:

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

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

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

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

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

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

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

§506 FEDERAL, STATE AND LOCAL TAXES

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

§507 INVENTIONS, PATENTS AND COPYRIGHTS

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

§508 COVID-19 NOTIFICATION (IF APPLICABLE)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order: http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blanket_Isolation.pdf.

§509 COMPLIANCE WITH CURRENT APPLICABLE SAFETY PROTOCOLS AND LAWS

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

been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

§510 PROHIBITION AGAINST DUPLICATION OF BENEFITS

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

6. GRANT REQUIREMENTS

§601 REPORTING REQUIREMENTS

- A. General Reporting: Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data and information pertaining to matters covered by this Agreement.
- B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.
 - 1. Monthly Fiscal Report
 - a. Expenditure Report – Due on or before the 20th day of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Cash Request – Due on or before the 20th day of the month, a Cash Request shall be submitted on forms provided. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested.
 - c. FamilySource Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into the electronic Bitfocus System and submit a narrative that highlights program accomplishments for the reporting period to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests. **Please refer to Exhibit G, City Reporting Requirements.**
 - 2. Closeout Report
 - a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received

from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

- b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

§602 MAINTENANCE OF RECORDS

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

§603 CUSTOMER/APPLICANT FILES

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

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

§604 EQUIPMENT RECORDS

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

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

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

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

§605 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

A. Lease of Equipment

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

B. Purchase of Equipment

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

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

1. Property shall be used solely in the performance of this Agreement.
2. No modifications shall be made to the property without the prior written approval of City.
3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:
 - (a) All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.
 - (b) All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or

property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

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

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

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

§606 ACCOUNTING PRACTICES

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

§607 DOCUMENTATION OF EXPENDITURES

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

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

§608 AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed \$750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.
- D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the CIFD Financial Management Division.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.
- H. If the expenditures under all federal programs are less than \$750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.
- I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.
- J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

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

§609 CONFIDENTIALITY OF INFORMATION

- A. The Grantor, the City, and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and Contractor agree that:
1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
 2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
 3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
 4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by

shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§610 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

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

§611 RESTRICTION ON DISCLOSURES

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

§612 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

§613 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§614 PRESS RELEASES--PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means

Legal Name of Contractor

HPP-EDP PY 21-22

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

§615 NOTICE TO CITY OF LABOR DISPUTES

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

§616 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

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

§617 TECHNICAL ASSISTANCE

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

§618 PROHIBITION OF LEGAL PROCEEDINGS

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

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

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

§620 FAITH-BASED ACTIVITIES

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- B. A religious or faith-based contractor will retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

- D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§621 CHILD ABUSE

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

7. SUBCONTRACT AND PROCUREMENT PROCEDURES

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

8. REMEDIES

§801 DEFAULTS

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

- A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.
- B. Withhold the release of funds.
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.
- E. Require Contractor to secure at its own expense the services of independent experts.
- F. Require specific performance progress reports for identified time periods.
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §803 below of this Agreement.
- I. Terminate the Agreement.

§802 NOTICE TO CORRECT PERFORMANCE

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

§803 SUSPENSION OF THE AGREEMENT

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

§804 TERMINATION OF AGREEMENT

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

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

§805 NOTICES OF SUSPENSION OR TERMINATION

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

9. MISCELLANEOUS

§901 SURVIVAL OF TERMS AND CONDITIONS

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

§902 ORDER OF PRECEDENCE

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

§903 RATIFICATION CLAUSE

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

§904 COUNTERPARTS AND ELECTRONIC SIGNATURES

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

signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§905 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-one (31) pages and nine (9) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures continue on next page.]

10. SIGNATURE PAGE

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

APPROVED AS TO FORM:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ABIGAIL R. MARQUEZ
General Manager
Community Investment for Families Department

Date: _____

By: _____

ATTEST:

Lyndon O. Salvador
Assistant General Manager

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

Executed this _____ day of _____, 2021

For: **LEGAL NAME OF CONTRACTOR**

By: _____
Name of Representative
Representative Title

(Contractor's Corporate Seal)

By: _____
Name of Representative
Representative Title

City Tax Registration Certificate Number: **XXXXXXXXXXXX-XXXX-X**

Internal Revenue Service ID Number: **XX-XXXXXXXX**

Council File Number: 19-0721-S1; Date of Approval: _____ and _____

Legal Name of Contractor
HPP-EDP PY 21-22

Said Agreement is Number _____ of City Contracts

EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN	1
PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC – 3. TIME OF EFFECTIVENESS	1
PSC – 4. INTEGRATED CONTRACT	1
PSC – 5. AMENDMENT	1
PSC – 6. EXCUSABLE DELAYS	2
PSC – 7. WAIVER	2
PSC – 8. SUSPENSION	2
PSC – 9. TERMINATION	2
PSC – 10. INDEPENDENT CONTRACTOR	4
PSC – 11. CONTRACTOR’S PERSONNEL	4
PSC – 12. ASSIGNMENT OR DELEGATION	4
PSC – 13. PERMITS	4
PSC – 14. CLAIMS FOR LABOR AND MATERIALS	4
PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED	5
PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS	5
PSC – 17. BONDS	5
PSC – 18. INDEMNIFICATION	5
PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION	5
PSC – 20. INTELLECTUAL PROPERTY WARRANTY	6
PSC – 21. OWNERSHIP AND LICENSE	6
PSC – 22. DATA PROTECTION	6
PSC – 23. INSURANCE	7
PSC – 24. BEST TERMS	7
PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR	7
PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT	7
PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS	7
PSC – 28. LIVING WAGE ORDINANCE	8
PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE	8

PSC – 30. ACCESS AND ACCOMMODATIONS	8
PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE	8
PSC – 32. BUSINESS INCLUSION PROGRAM	8
PSC – 33. SLAVERY DISCLOSURE ORDINANCE	9
PSC – 34. FIRST SOURCE HIRING ORDINANCE	9
PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE	9
PSC – 36. IRAN CONTRACTING ACT	9
PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS	9
PSC – 38. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS	9
PSC – 39. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR	10
PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS	10
PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164	10
PSC – 42. POSSESSORY INTERESTS TAX	10
PSC – 43. CONFIDENTIALITY	10
PSC – 44. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE	11
PSC – 45. CITY’S ADDITIONAL REMEDIES	11
PSC – 46. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK	11
PSC – 47. WORK NOT IN SCOPE OF SERVICES	11

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC – 1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC – 2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

PSC – 3. TIME OF EFFECTIVENESS

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

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

PSC – 4. INTEGRATED CONTRACT

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

PSC – 5. AMENDMENT

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

PSC – 6. EXCUSABLE DELAYS

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

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

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

PSC – 7. WAIVER

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

PSC – 8. SUSPENSION

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

PSC – 9. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this

Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

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

or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

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

PSC – 10. INDEPENDENT CONTRACTOR

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

PSC – 11. CONTRACTOR'S PERSONNEL

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

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

PSC – 12. ASSIGNMENT OR DELEGATION

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

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

PSC – 13. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension,

termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC – 14. CLAIMS FOR LABOR AND MATERIALS

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

PSC – 15. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC – 16. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

PSC – 17. BONDS

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

PSC – 18. INDEMNIFICATION

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

PSC – 19. INTELLECTUAL PROPERTY INDEMNIFICATION

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

The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC – 20. INTELLECTUAL PROPERTY WARRANTY

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

PSC – 21. OWNERSHIP AND LICENSE

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

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

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

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

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

PSC – 22. DATA PROTECTION

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

the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

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

PSC – 23. INSURANCE

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

PSC – 24. BEST TERMS

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

PSC – 25. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC – 26. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

PSC – 27. CHILD SUPPORT ASSIGNMENT ORDERS

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 28. LIVING WAGE ORDINANCE

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

PSC – 29. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

PSC – 30. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

PSC – 31. CONTRACTOR RESPONSIBILITY ORDINANCE

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

PSC – 32. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC – 33. SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 34. FIRST SOURCE HIRING ORDINANCE

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 35. LOCAL BUSINESS PREFERENCE ORDINANCE

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC – 36. IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC – 37. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

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

PSC – 38. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

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

PSC – 39. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC – 40. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

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

PSC – 41. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE 5164

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

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

PSC – 42. POSSESSORY INTERESTS TAX

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

PSC – 43. CONFIDENTIALITY

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

PSC – 44 **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The **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 Section 10.50.

PSC – 45 **CITY'S ADDITIONAL REMEDIES**

CONTRACTOR acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by **CITY** of any cause of action that **CITY** may have against **CONTRACTOR**. **CITY** reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against **CONTRACTOR** in relation to this Agreement and other transactions between **CITY** and **CONTRACTOR**.

PSC – 46 **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

The granting of any payment by **CITY**, or the receipt thereof by **CONTRACTOR**, in no way lessens the liability of **CONTRACTOR** to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by **CITY** and upon rejection must be replaced by Contractor without delay.

PSC – 47 **WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify CIFD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and §203 above. If it is determined that the request is outside of the scope of work, **CONTRACTOR** shall not perform the requested work unless and until (i) the **CITY'S** designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in **CONTRACTOR'S** compensation, and the scope of work, is approved and executed by both parties.

EXHIBIT B
Form Gen 146 (Rev. 9/06)
Required Insurance and Minimum Limits

Name: FSC contractor legal name

Date: (date received from CAO-RM)

Agreement/Reference: Homelessness Prevention Program and Eviction Defense Program

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

LIMITS

Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL) WC *Statutory*
EL \$ _____

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

General Liability \$ _____

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability _____

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

Professional Liability (Errors and Omissions) \$ _____
Discovery Period 12 Months After Completion of Work or Date of Termination.

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

All Risk Coverage Boiler and Machinery
 Flood Builder's Risk
 Earthquake _____

Pollution Liability \$ _____

Surety Bonds – Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance \$ _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
2) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Agreement.

EXHIBIT A

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

NAME:

CITY AGENCY: Los Angeles Housing and Community Investment Dept.

ADDRESS: 1200 W. 7th Street, 4th Flr
Los Angeles, CA 90017

EMAIL:

PERSON TO CONTACT: Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

GENERAL INFORMATION

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18 – [Instructions and Information on Complying with City Insurance Requirements](#))

EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place, in an area frequented by employees, a copy of the below notice to employees regarding the LWO prohibition against retaliation (available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_Spanish.pdf.) The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

AGREEMENT NUMBER: _____

Legal Name of Contractor _____
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER: _____

Legal Name of Contractor _____
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

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

AGREEMENT NUMBER: _____

Legal Name of Contractor _____
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

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

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

True False

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

True False

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

True False

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

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

True False

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

True False

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

True False

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

True False

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.
- True False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.
- True False
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
- True False
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
- True False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
- True False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
- True False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
- True False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- True False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
- True False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True False

Use this space to provide any additional information:

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

AGREEMENT NUMBER: _____

Legal Name of Contractor _____
CONTRACTOR/BORROWER/AGENCY

Name of Representative, Official Title _____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT G
SCOPE OF WORK

HOMELESSNESS PREVENTION PROGRAM (HPP) –SOLID GROUND

A. PURPOSE

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

B. PROGRAM DESCRIPTION

The Contractor shall implement a Homelessness Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or an assigned Los Angeles Unified School District (LAUSD) school site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including: short-term financial assistance, budgeting/financial coaching, housing search and connection. Eligible households shall be served with either: "Brief Services," which is defined as one day of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

- a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;
- b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;
- c. Ensure any vacancy is filled in a timely manner with experienced and qualified staff;
- d. Oversee and monitor all HPP activities;
- e. Safeguard and manage all funds paid to the HPP; and
- f. Implement and support HPP goals.

2. Operational Responsibilities

a. HPP Site Location

- (1) The HPP program shall operate out of the Contractor's FSC and/or assigned LAUSD school site.

- (2) The Contractor shall establish and maintain a HPP that is available to households during both regular business hours and extended hours.

b. Branding and Marketing

- (1) Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.
- (2) Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues and public relations and shall identify this staff person(s) to City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.

c. Personnel

- (1) Contractor is required to comply with the following personnel requirements:
 - (a) A minimum of one full-time (100% FTE) Housing Stability Advisor shall possess a minimum of a bachelor's degree in the social sciences or related field and earn a minimum of \$4,780 a month, plus fringe benefits.

d. Collaboration

- (1) Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.
- (2) Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

- (1) Contractor shall coordinate with the City in the development and implementation of:
 - (a) A Citywide Technology Plan;
 - (b) A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;
 - (c) Shared outcome procedures;
 - (d) Customer satisfaction and continuous quality improvement process; and
 - (e) An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

- (1) Contractor shall provide either "Brief" or "Full" services (see **Table 1** below) to qualifying households that meet the eligibility criteria.

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

"Brief Services" is defined as providing 1-day of service that includes the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required

Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling and services)	Required
Limited Financial Assistance: <ul style="list-style-type: none"> • Transportation • Grocery Cards 	Required
“Full Services” is defined as providing the full length of the following services:	
Mediation and/or landlord dispute resolution services to be provided directly by the FSC or via referral	Required
Case management services for up to twelve months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in Table 3	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

(2) Outreach

- (a) Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall include, but is not limited to working with LAUSD schools and existing Family-Source Center families, who are at imminent risk of homelessness (i.e. delinquent on rent) or at risk of homelessness (i.e. facing a financial hardship that could result in homelessness, but not imminently at risk of becoming homeless such as facing a financial hardship that will lead them to becoming delinquent on rent). See **Table 2**.

(3) Orientation

- (a) Contractor shall inform all interested households about the information and services available through the HPP.
- (b) Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.
- (c) Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.

(d) Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the Household file. Contractor shall also inform Households that they will be contacted for a post exit follow-up and that they must sign a release and provide contact information. All such documents must be kept on file.

(4) Determining Eligibility

(a) Contractor shall assess the household for eligibility determination and characteristic gathering (see **Table 2** below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.
Population Defined	1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households currently without minor children, in which the mother is in her second trimester of pregnancy. 3) Households with qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to becoming delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

(b) Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.

(c) Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program; and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

(1) Contractor must assess households seeking assistance with the following required tools:

(a) Family Screening Tool - Initial screening completed for all households seeking services.

- (b) Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

- (1) In "Brief Services" intervention, Contractor shall have a minimum caseload of 40 households and in "Full Services" intervention, Contractor shall have a minimum caseload of 25 households.
- (2) Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the "Full Services."
- (3) Contractor shall assist households in identifying services to meet the individualized household needs.
- (4) Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.
 - (a) These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include, but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.
 - (b) To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household's strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate, level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.
 - (c) The plan must include overall goals with specific action steps, measurable objectives and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.
 - (d) The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.
 - (e) The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.
 - (f) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.
 - (g) Case management services are designed to decrease as the household's stabilization improves and should be identified within ongoing assessment of household needs.
- (5) Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. Contractor shall be responsible for: identifying available and appropriate housing units, cataloging

- unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.
- (a) **Housing Search and Placement:** Assist households in the housing search and placement process. Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing process, and expectations for tenancy. Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (**Table 3**).
 - (b) Contractor must ensure that the household's choice is considered within the possibilities of available rent reasonable housing.
 - (c) Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.
 - (d) Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.
- (6) **Housing Stabilization Case Management:** Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote long term housing stability. Housing stabilization services may include, but are not limited to: home visits, information and referral, monthly face-to-face meetings with household, assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.
 - (7) Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.
 - (8) Case management services should decrease as the household's stabilization improves.
 - (9) **Follow-Up Services:** Contractor must provide a follow-up contact with each household no less than six months following their exit from the program.
 - (10) **Direct Financial Assistance:** Contractor can provide direct financial assistance needed to identify and maintain housing. Eligible categories for financial assistance can be found in **Table 3**.
 - (11) Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.
 - (12) Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in-person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	<p>Maximum allowable fee is up to \$3,600.</p> <p>Maximum of one security deposit in a twelve-month period unless the current housing situation does not work.</p> <p>Only if necessary to re-house; Security Deposits are used in order to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing.</p>	Copy of W-9 and Receipt or Lease Agreement.
Rental Assistance	Rental assistance is allowable once within a twelve-month period up to \$3,600.	<ul style="list-style-type: none"> ● Housing and Habitability inspection ● Lease/rental agreement ● W-9 ● Receipt(s) for ongoing assistance
Rental Arrears	Maximum three months of arrears up to \$3,600.	Statement or bill that includes the cost of each month paid.
Utility Deposit	Eligible utilities include: gas, electricity, water, and trash. Maximum of one utility deposit per twelve-month period up to \$3,600.	Copy of bill or receipt of payment.
Utility Assistance	Utility assistance is limited to six months per utility per twelve-month period and up to \$3,600. Eligible utilities include: gas, electricity, water and trash.	Copy of bill for each utility for each month paid.
Utility Arrears	Only if necessary to re-house. Maximum three months of arrears per utility up to \$3,600. Eligible utilities include: gas, electricity, water and trash.	Statement or bill that includes the cost of each month paid.
Legal Fees	<p>Maximum allowable is \$500</p> <p>Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful</p>	Copy of bill or receipt of payment.

	detainer.		
Move-in Expenses <ul style="list-style-type: none"> • Application Fee • Broker Fee • Essential Furnishings • Landlord Incentive Fee • Moving Costs 	Application Fee Eligible costs include: rental applications, background checks and credit check score fees.	Application Fee <ul style="list-style-type: none"> • Receipt 	
	Broker Fee Reasonable costs of a real estate broker for one time in a twelve-month period. Fee cannot exceed \$250 per unit. Neither the landlord nor any employees working in entities funded by CIFDLA or other public funds are permitted to receive a broker fee, this fee can only be provided to a third party real estate search agent. The party receiving the broker fee cannot receive the fee unless the household successfully leases up the unit and has a move-in date.	Broker Fee <ul style="list-style-type: none"> • Copy of agreement • W-9 • Lease/rental agreement must be in participant master file. 	
	Essential Furnishings A total of \$1,500 can be spent on eligible items needed to move into permanent housing, if other options are not available. Eligible items include but not limited to:	Essential Furnishings Copies of all receipts that include the items purchased. If gift cards are used, receipts must include the items purchased.	
	Appliances:		Lamp, fan, microwave, refrigerator
	Bedding:		Mattress, box spring and frame
	Furnishings:		Basic bedroom and living room items, including: sofa, futon, love seat, dresser, coffee table, night stand and dining set.
	Linen:		Bath towels, dish cloth, comforter, sheets, bath mat, pillow and shower curtain.
	Kitchen:		Bake ware, cookware, dinnerware, flatware and glassware.
Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry		

		detergent, sponges, toilet paper and dishwashing liquid.	
	<p>Landlord Incentive Fee</p> <p>Only if necessary to re-house. The landlord incentive fee can pay up to the cost of the monthly rent. The landlord incentive fee is provided to landlord/property managers that agree to lease a unit to a participant. The participant must have a signed rental agreement/lease on file for the incentive to be paid. Incentive fee cannot exceed \$250</p>		<p>Landlord Incentive Fee</p> <ul style="list-style-type: none"> • Landlord incentive fee form • W-9 • Lease/rental agreement must be on file.
	<p>Moving Costs</p> <p>Storage Fees: Equivalent of three months of storage fees/arrears in a twelve-month period up to \$3,600.</p> <p>Moving Expenses: Cost of rental van and moving services. Limited to one moving event in a twelve-month period and up to \$3600.</p>		<p>Moving Costs</p> <p>Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment.</p> <p>Moving Expenses: Receipt and detail bill if provided</p>
<p>General Housing Assistance</p> <ul style="list-style-type: none"> • Document Fees • Employment • Transportation • Grocery cards 	<p>Document Fees:</p> <p>Documentation acquisition fees such as for birth certificate, document court filing fees, identification, or other documents needed for employment or housing.</p>		<p>Document Fees</p> <p>Receipt</p>
	<p>Employment:</p> <p>Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short term vocational training leading to employment or housing stability, where other funding is not available. Employment expenses cannot exceed \$3,600.</p>		<p>Employment</p> <p>Receipt</p>
	<p>Transportation:</p>		<p>Transportation</p>
	<p>Automobile Repair:</p>	<p>Automobile repair and registration up to \$3,600 are allowable only if these costs are related to</p>	<p>Receipt of any automobile repairs or transportation passes</p>

		employment, housing search or reunification.	purchased.
	Public Transit:	Public transportation is an eligible cost if it is related to employment or housing search. Maximum assistance of four total, one-month metro passes in a two-year period. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.	
	Grocery Cards:	Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period. Maximum of three grocery cards per twelve-month period and up to \$500 each card.	Grocery cards Receipt of card purchase
Reunification Services	<ul style="list-style-type: none"> Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify household with family members who have agreed to provide housing outside of Los Angeles County. Transportation mode selected must be the most cost-effective option available. Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. Automobile repairs needed for reunification cases must be classified as General Housing Assistance and abide by the categories budget restrictions for that category. All reunification cases must meet documentation standards in regards to cost and destination 	<ul style="list-style-type: none"> Reunification Services Request Form Receipt of any transportation vendor expenses. Receipt of gas card purchased. 	

D. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than one day of "Brief" services and no more than 12 months of "Full" services.
2. Contractor must exit the household from "Full" service when the following conditions are met:
 - a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.
 - b. Household utilizes reunification services or the household self-resolves housing crisis.

- c. Household has refused contact with Contractor for ninety days or more.
- d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of the HPP, which requires the achievement of three primary outcomes as follows:
 - a. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See **Table 3** above),
 - b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and
 - c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.
2. Each Contractor will be required to meet the minimum quantitative Performance Measures identified in **Table 4**.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive “Brief” Services	40 unduplicated households
Minimum # of unduplicated households who receive “Full” Services	25 unduplicated households
Total Minimum # of unduplicated households to be served	65 households
Total Minimum # of unduplicated households who reduce their housing instability	50 unduplicated households
Minimum dollar value of household income reported in achieving increased income	\$15,000
Increase financial stability	<ul style="list-style-type: none"> ● Establish good credit or improve credit by 35 points. ● Decrease debt by at least 10%,

	<ul style="list-style-type: none"> ● Increase savings by at least 2% of net income, ● Establish monthly savings for at least three months
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F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated on a monthly basis against a “system” scorecard that measures the program’s progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:
 1. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program’s facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.
 2. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in this Agreement, Sections 408 and 409 herein, upon written notice to the Contractor, take the following actions:
 - (1) At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or
 - (2) Assume the day-to-day operations of the program; and/or
 - (3) Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or trainings; and/or
 - (4) Require the Contractor to partner with City-selected specialists to provide certain services; and/or
 - (5) Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or
 - (6) Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or
 - (7) Unilaterally reduce the contract budget, total dollar value or services to be provided.
 - (8) City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.
 - (9) City shall develop and implement the electronic infrastructure for the program.
 - (10) City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. Contractor shall comply with all City Directives and Information bulletins relating to said system.
 - (11) City shall oversee implementation and monitoring of the program within existing rules, regulations and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, using funding awarded by the City by this Agreement for this purpose.

1. General Overview of Contractor Responsibilities

1. The Contractor shall implement, operate and carry out the project awarded funding by the City. Contractor shall comply with applicable Federal, State and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.
2. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

- a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

1. Employment of Key Personnel

- a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.
- b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.
- c. Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g. reporting requirements, personnel changes relating to this Agreement, payment requests.

1. Monitoring

- a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and property management.

1. Complaint Procedures

- a. The Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines prescribed by the City. Additionally, the Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet City requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after the City's. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by Subcontractors to said procedures.
- b. The Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or subcontractors, and for providing a record of those logs to the City upon request.
- c. Administrative Hearing on Denial of Customer Benefits by Contractor
 - (1) The Contractor has read and agrees to strictly comply with Title 22 of the California code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.
 - (2) A Customer may withdraw a request for appeal for administrative hearing of appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

- a. Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this Agreement:
 - (1) Assure that the facility and project have bilingual capability (English and Spanish and/or English and another language, based on population served). Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. Contractor shall provide a written policy directive to the CIFDLA detailing its method of providing bilingual assistance to Customers.
 - (2) Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be one that is employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Magdalena Cervantes, Executive Director
303 South Loma Drive
Los Angeles, CA 90017
213-483-2060

mcervantes@neworg.us

Program Facility Location and Hours of Operation:

6946 Van Nuys Blvd., Suite 220
Van Nuys, CA 91406
M&W: 10am – 8pm
T&Th: 9am – 7pm
F: 8am – 5pm
3rd Sat. of each mo.: 9am – 1pm

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

7. City Performance Standards

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

8. Program Income

Program Income is the property of the City.

9. Attendance at City Meetings and/or Training Sessions

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

10. Program Requirements

- a. Ensure that the program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;
- b. Oversee and monitor all program activities and subcontracts;
- c. Safeguard and manage all funds paid to the Contractor including those issued for payment to subcontractors;
- d. Implement a performance-based procurement system for the selection of subcontractors.

I. AGREEMENT TERM

The term of this Agreement shall commence on April 1, 2020 and end March 31, 2021, with an option to renew for up to an additional one-year Agreement term. Said term is subject to the provisions of this Agreement, the availability of funds, Contractor's continuing compliance with applicable Federal, State, and local government legislation, an evaluation of Contractor's performance, and approval by the Mayor and City Council. The Contractor is expected to meet all standard City contract provisions. Performance shall not commence until the Contractor has obtained the City's approval of insurance as required herein.

J. COMPENSATION

1. Compensation

- a. The City shall pay Contractor an amount not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000), for the complete and satisfactory performance of the Scope of Work. Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's

indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

- b. 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.
- c. 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.
- d. 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.
- e. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.
- f. 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. Requests 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.

2. Payment to the Contractor

- a. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.
 - b. Contractor shall be reimbursed for approved expenses incurred. Unless, Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for approved expenses incurred.
3. 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.
 4. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.
 5. Indirect Costs: Payment for indirect costs, if any, and if applicable shall be released in accordance with instructions stated in the Federal Cognizant Agency's approval letter of indirect cost rates on file with the City pursuant to the Single Audit Act and the provisions of 2 C.F.R. Part 200, if applicable, which provisions supersede the Office of Management and Budget (OMB) circulars.
 6. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.
 7. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
 8. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this

Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.

9. Overtime Work: Contractor is responsible for the efficient and effective administration of this Agreement through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by Contractor shall not be reimbursed through this Agreement.
10. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses such as travel cost, data purchase, meals incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474, if applicable. All such expenses must be passed to the City without mark up. All expenses must be documented and will be paid only in accordance with City policies and procedures.
11. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

K. REPORTING REQUIREMENTS

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.
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.
 - a. Monthly Fiscal Report
 - (1) Cash Request – Cash Request shall be submitted on the forms provided. Contractors on a reimbursement shall submit cash requests on or before the 20th day of the month. Contractors approved for cash advances shall submit a cash request on or before the 5th day of the month but not earlier than the 25th of the preceding month. If approved for cash advance, Contractor shall submit an expenditure report for costs incurred as of the 2 months preceding the month for which the cash is requested
 - (2) Expenditure Report – Contractors on reimbursement shall submit an expenditure report on or before the 20th day of each month, which reflects accrued expenditures as of the previous month on forms provided by the City.
 - b. Monthly Program Report
 - (1) Family-Source Program Data and Narrative Report – Due on or before the 20th day of the month. Contractors shall input program productivity and demographic data into BitFocus and submit a narrative report on program activities and services to their Program Analyst. These reports will be reviewed on a monthly basis prior to the approval of submitted monthly cash requests.
 - c. Closeout Report
 - (1) Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and

payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

(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 closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 30 days before termination of the Agreement.

3. City Reporting

- a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.
- b. The Contractor shall collect, document and maintain on file and report to the City, as required, information and data on residence, family size, income, and racial/ethnic category for all participants receiving assistance under this funded project. Family size and income data should be obtained through an intake process.
- c. The Contractor shall report to the City such numeric data; statistics, facts, news, details and information on its City funded project(s) using such forms and formats, such as the electronic BitFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.

SCOPE OF WORK – EVICTION DEFENSE PROGRAM

A. PURPOSE

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

B. PROGRAM DESCRIPTION

The Contractor shall implement Solid Ground, a Homelessness Prevention Program (HPP). The goal of the program is to focus on preventing new cases of homelessness by stabilizing housing and working with households to build a more financially secure future. The Contractor shall hire, at minimum, one full-time (100% FTE) Housing Stability Advisor that shall be housed within the Family-Source Center (FSC) and/or a CIFD assigned partner site. The Housing Stability Advisor shall provide assistance to help rent-burdened, low-income households resolve a crisis that would otherwise lead to a loss of housing. The assistance involves an assessment of the household's current housing crisis, along with the provision of various forms of individualized and client-driven assistance, including short-term financial assistance, budgeting/financial coaching, housing search, and connection. Eligible households shall be served with either: "Brief Services," which is defined as no more than five days of service, or "Full Services," which is defined as up to twelve months of case management, financial coaching, and housing stabilization services that focus on rapidly stabilizing households in their current permanent housing or assisting them to secure other rent reasonable permanent housing. For families who must move from their current housing, the Housing Stability Advisor shall leverage housing location resources in the community or identify housing resources and develop relationships with property owners, property management

companies, and landlords throughout their respective regions to increase permanent housing opportunities for households. The Housing Stability Advisor shall be responsible for providing housing location services, which includes identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.

C. PROGRAM RESPONSIBILITIES

1. General Responsibilities

- a. Ensure the HPP is staffed with a minimum of one full-time (100% FTE) Housing Stability Advisor;
- b. Ensure any staff paid in full or in part with the HPP is paid in accordance with the City's living wage ordinance, which is published annually;
- c. Ensure any vacancy is filled within 90 days with experienced and qualified staff;
- d. Oversee and monitor all HPP activities;
- e. Safeguard and manage all funds paid to the HPP; and
- f. Implement and support HPP goals.

2. Operational Responsibilities

- a. HPP Site Location
 - i. The HPP program shall operate out of the Contractor's FSC and/or a CIFD assigned partner site.
 - ii. The Contractor shall establish and maintain an HPP that is available to households during both regular business hours and extended hours.
- b. Branding and Marketing
 - i. Contractor shall follow all City-mandated protocols and guidelines for usage and promotion of the HPP brand identity.
 - ii. Contractor shall designate a staff person(s) to act in a liaison role regarding marketing, branding issues, and public relations and shall identify this staff person(s) to the City and advise of any changes to this liaison role. The liaison may be required to attend periodic system-wide marketing and public relations meetings.
- c. Personnel
 - i. Contractor is required to comply with the following personnel requirements:
 1. A minimum of one full-time (100% FTE) Housing Stability Advisor with a bachelor's degree in social work or related field -or- high school graduate with four years of demonstrated experience providing case management to vulnerable populations and navigating housing and public benefit systems. CIFD strongly encourages the person in this position to possess a minimum of a bachelor's degree in the social sciences or

related field, due to the sensitive nature and trauma that may be involved in this work.

d. Collaboration

- i. Contractor shall collaborate with organizations as required by the City and with any other organizations mandated by the State and/or Federal Government, including public and business organizations through the use of financial and/or non-financial agreements as appropriate.
- ii. Contractor shall arrange for and support the co-location and provision of services by collaborators.

e. Electronic Infrastructure

- i. Contractor shall coordinate with the City in the development and implementation of:
 1. A Citywide Technology Plan;
 2. A common intake, referral, case management, and service integrated financial coaching system, as implemented by the City;
 3. Shared outcome procedures;
 4. Customer satisfaction and continuous quality improvement process; and
 5. An integrated performance evaluation system that supports the vision and mission of the HPP.

f. Customer Services

- i. Contractor shall provide either “Brief” or “Full” services (see Table 1 below) to qualifying households that meet the eligibility criteria

TABLE 1: LIST OF REQUIRED BRIEF AND FULL SERVICES

<p>“Brief Services” is defined as providing no more than 5-days of service that includes the following services:</p>	
Mediation and/or landlord dispute resolution services to be provided directly by the HPP or via referral	Required
Referrals to public assistance benefits and/or other community resources	Required
Referral and linkage to other services (e.g. social service programs, pre-employment and employment support, mental health counseling, and services)	Required
<p>Limited financial assistance of up to one month of need, as demonstrated through a financial needs assessment:</p> <ul style="list-style-type: none"> • Transportation • Grocery Cards 	Required
<p>“Full Services” is defined as providing the full length of the following services for up to 12 months:</p>	
Mediation and/or landlord dispute resolution services to be provided directly by the HPP or via referral	Required
Case management services coupled with financial coaching for up to 12 months	Required
Referrals to public assistance benefits and/or other community resources	Required
Housing Stabilization Services	Required
Housing Location Services, if needed	Required
Direct financial assistance as outlined in Table 4	Required
Linkage to legal services (i.e. expungement of criminal records)	Required

ii. Outreach

1. Contractor shall conduct outreach and recruitment activities. Outreach and recruitment shall target the population identified in Table 2.

- iii. Orientation
 - 1. Contractor shall inform all interested households about the information and services available through the HPP.
 - 2. Contractor shall inform households about general program eligibility requirements, overall responsibilities of the household and Housing Stability Advisor, general timeframes, steps involved in enrolling in the program, and overall program goals.
 - 3. Contractor shall provide and document that households have received an orientation of HPP services that provides them with a clear understanding of the full scope of services available.
 - 4. Each household shall receive a copy of the City of Los Angeles Complaint Procedures. A signed receipt of these documents must be kept in the household file. The Contractor shall also collect a release of household information and inform the households that they will be contacted for a post-exit follow-up. All such documents must be kept on file.
- iv. Determining Eligibility
 - 1. Contractor shall assess the household for eligibility determination and characteristic gathering (see Table 2 below).

TABLE 2: TARGET POPULATION AND ELIGIBILITY CRITERIA

Eligibility Criteria	Description
Population Served	Families living in the City of Los Angeles and within the boundaries of the FSC operator.
Population Defined	<ul style="list-style-type: none"> 1) Households consisting of one or more minor children (17 or under) in legal custody of one or two adults who are living together. 2) Households without minor children. 3) Households with a qualified dependent over the age of 18 who is (a) incapable of self-sustaining employment because of mental or physical disability, and (b) is dependent upon the head of household for support and maintenance.
Homeless Status	At imminent risk of homelessness (delinquent rent) or at risk of homelessness (facing a financial hardship that could result in homelessness, but NOT imminently at risk of becoming homeless, i.e. not delinquent on rent, but show a financial hardship that will lead them to become delinquent on rent).
Income Threshold	At or below 50% of the Area Median Income (AMI)

2. Contractor shall collect, verify and retain supporting documentation in a household file onsite, and the file shall be made available for examination.
3. Contractor shall maintain in the household file the following documents: intake and assessment forms for all applicants, all eligibility documentation prior to, or as of, the date the applicant is enrolled in the program, orientation documents (orientation, media release, authorization to release information, follow-up, and complaint resolution procedures); and for households receiving Full-Services the file must also contain a housing stability plan and case notes.

g. Household Assessment

- i. Contractor must assess households seeking assistance with the following required tools:
 1. Family Screening Tool - Initial screening completed for all households seeking services.
 2. Homelessness Prevention Targeting Tool - Assists with determining which form of assistance (Brief or Full) the household will receive.

h. Prevention Services and Benefits

- In “Brief Services” intervention, Contractor shall serve 63 unduplicated households and in “Full Services” intervention, Contractor shall have a minimum caseload of 35 unduplicated households.
- Contractor is recommended to maintain a ratio of approximately one to every twenty-five households for optimal service delivery in the “Full Services.”
- Contractor shall assist households in identifying services to meet the individualized household needs.
- Housing Stability Plan: The Housing Stability Plan must focus on rapidly stabilizing households in their current permanent housing or on assisting them to secure other rent reasonable permanent housing.
 1. These services shall be provided prior to, and after permanent housing is retained or secured, and should be focused on coordinating and delivering services that promote housing stability. Housing Stabilization services may include but are not limited to: home visits, information and referral, a minimum of one monthly in-person meeting with the household; assistance with budgeting/money management; assistance with accessing County services; and the services provided by community partner agencies.
 2. To maximize the effectiveness of services provided to, or coordinated on behalf of the participant, the Housing Stability Advisor will work with the household to develop an individualized Housing Stability Plan that will be based upon the household’s strengths, weaknesses, and priorities, as identified through the needs assessment. This plan should use a progressive assistance approach, whereby a minimum, but adequate level of assistance needed to end the housing crisis is offered first, and then scaled up or increased if, and when, the customer demonstrates a need for such increased assistance.
 3. The plan must include overall goals with specific action steps, measurable objectives, and techniques used to achieve the objectives. The Housing Stability Advisor is responsible for ensuring that proposed goals and

- objectives are manageable and focused on the immediate needs of securing and sustaining housing so as not to overwhelm the household.
4. The household must be involved with the development of their Housing Stability Plan(s) and be given choices and control in the plan. However, the program should strive to offer such assistance, as necessary, to promote housing stability. Participants are required to sign the Housing Stability Plan.
 5. The Plan shall outline the steps and actions to be taken to link the households to the needed community-based resources needed to promote their housing stability.
 6. Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.
 7. Case management services are designed to decrease as the household's stabilization improves and should be identified within the ongoing assessment of household needs.
- v. Housing Location (for households who must move from current housing): Contractor must leverage Housing location resources in the community or identify housing resources and develop relationships with: property owners, property management companies, and landlords throughout their respective service area to increase the permanent housing opportunities for households. The Contractor shall be responsible for: identifying available and appropriate housing units, cataloging unit specifications, reviewing and negotiating leases with landlords/property managers, and conducting unit inspections to ensure they meet habitability standards.
1. Housing Search and Placement: Assist households in the housing search and placement process. The Contractor must assist households in locating appropriate housing that meets the needs and expressed desires of the household. The Contractor must assist households in meeting with landlords. This includes preparing the household to understand: the requirements of the lease, the leasing lease-up process, and expectations for tenancy. The Contractor shall provide financial assistance when necessary: application fees, security deposits, utility deposits, and other eligible financial assistance (Table 3).
 2. Contractor must ensure that the household's choice is considered within the possibilities of available rent and reasonable housing.
 3. Contractor must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the household to maintain once financial assistance has ended. The Contractor must assist the household with budgeting to ensure housing sustainability upon exit. While this may mean that they are carrying a significant rent burden, the rent must be one that both staff and the household believe is achievable and sustainable.
 4. Contractor shall be responsible for necessary housing inspections and ensuring that housing meets habitability standards.
- vi. Housing Stabilization Case Management: Contractor shall provide housing stabilization services to households. These services shall be provided prior to, and after, permanent housing is retained or secured and should be focused on coordinating and delivering services that promote long-term housing stability. Housing stabilization services may include but are not limited to: home visits, information and referral, monthly face-to-face meetings with households,

- assistance with budgeting/money management, assistance with accessing public benefits, and services provided by community partner agencies.
- vii. Contractor must continually assess household needs and provide individualized services needed to make progress toward housing stability.
 - viii. Case management services should decrease as the household's stabilization improves.
 - ix. Follow-Up Services: The Contractor must provide follow-up contact with each household no less than six months following their exit from the program.
 - x. Direct Financial Assistance: The Contractor can provide the direct financial assistance needed to identify and maintain housing. The need must be identified through a financial needs assessment and the maximum amount of direct financial assistance a household may receive through any CIFD funded program cannot exceed \$8,000. Eligible categories for financial assistance can be found in Table 3.
 - xi. Financial assistance must be targeted to assist the household in achieving the goals identified in the Housing Stability Plan.
 - xii. Households receiving services must meet with the Housing Stability Advisor as often as indicated by the service plan to monitor progress towards stability in permanent housing and to adjust the coordinated housing and supportive service plan as appropriate. Agencies are to have contact with the household in person at least once a month.

TABLE 3: LIST OF TYPES OF FINANCIAL ASSISTANCE

Financial Assistance	Description	Household File Documentation
Security Deposit	Only if necessary to re-house and is equal to no more than two months of rent. Security deposits are used to rehouse a participant who is unable to sustain their current housing and will need to relocate to new housing	<ul style="list-style-type: none"> ● Copy of W-9 and Receipt or Lease Agreement
Rental Assistance	Only if necessary to sustain housing.	<ul style="list-style-type: none"> ● Housing and Habitability inspection ● Lease/rental agreement ● W-9 ● Receipt(s) for ongoing assistance

Rental Arrears	Rental arrears to prevent eviction	Statement or bill that includes the cost of each month paid. <ul style="list-style-type: none"> • Lease/rental agreement • W-9
Utility Deposit	Only if necessary to rehouse. Eligible utilities include gas, electricity, water, and trash.	Copy of bill or receipt of payment.
Utility Assistance	Eligible utilities include gas, electricity, water, and trash.	Copy of bill for each utility for each month paid.
Utility Arrears	Eligible utilities include gas, electricity, water, and trash.	Statement or bill that includes the cost of each month paid.
Legal Fees	Legal fees can pay the cost incurred by the landlord for representation or the cost of filing an unlawful detainer.	Copy of bill or receipt of payment.
Move-in Expenses <ul style="list-style-type: none"> • Application Fee • Essential Furnishings 	Application Fee Eligible costs include rental applications, background checks, and credit check score fees.	Receipt
	Essential Furnishings to move into permanent housing if other options are not available. Eligible items include but are not limited to:	
	Appliances:	Lamp, microwave, refrigerator
	Bedding:	Mattress, box spring, and frame
		Copies of all receipts that include the items purchased.

	Furnishings:	Basic bedroom and living room items, including sofa, futon, love seat, dresser, and table.	
	Linen:	Bath towels, dishcloth, comforter, sheets, bath mat, pillow, and shower curtain.	
	Kitchen:	Bakeware, cookware, flatware, and glassware.	
	Cleaning Supplies:	Trash can, trash bags, broom and pan, cleaner, cleaning towels, vacuum, mop and pail, laundry detergent, sponges, toilet paper, and dishwashing liquid.	
	Moving Costs: Storage Fees Moving Expenses: Cost of the rental van and moving services.		Storage Fee: Copy of bill that reflects the monthly fee. A billing statement would be necessary if assistance for multiple months is provided in a single payment. Moving Expenses: Receipt with the detailed expense.
General Housing Assistance <ul style="list-style-type: none"> ● Document Fees ● Employment ● Transportation ● Grocery cards 	Document Fees: Documentation acquisition fees such as birth certificate, document court filing fees, identification, or other documents needed for employment or housing.		Receipt

<p>Employment:</p> <p>Expenses associated with gaining or keeping employment. Eligible items include, but are not limited to uniforms, tools, driver's license fees, license/certification costs required for employment, financial literacy class, credit counseling, and short-term vocational training leading to employment or housing stability, where other funding is not available.</p>	<p>Receipt</p>	
<p>Transportation:</p>	<p>Receipt of any automobile repairs or transportation passes purchased.</p>	
<p>Automobile Repair:</p>		<p>Automobile repair and registration are allowable only if these costs are related to employment, housing search, or reunification.</p>
<p>Public Transit:</p>		<p>Public transportation is an eligible cost if it is related to employment or housing search. Providers are encouraged to use transportation on an as-needed basis, including replenishing tap cards with limited funds as needed.</p>

	<p>Grocery Cards:</p> <p>Grocery cards are allowable if a participant provides documented proof of financial hardship. One grocery card is eligible to provide a thirty-day period.</p>	<p>Receipt of card purchase and a log of all cards that includes the following information: the date, the name of the staff member issuing the card, type of gift card (e.g. Target, Food4Less, etc.), the serial number on the card (including a copy of the card with the serial number), dollar value, the BitFocus # and the name of the household member the card was issued to and the household member's signature acknowledging receipt of the card. A photo of the household receiving the card is also strongly encouraged, but optional.</p>
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<p>Reunification Services</p>	<ul style="list-style-type: none"> ● Expenses paid directly to a transportation provider for relocation by bus, train, or plane, to reunify households with family members who have agreed to provide housing outside of Los Angeles County. The transportation mode selected must be the most cost-effective option available. ● Providers can use discretion in regards to fuel costs for participants with automobiles seeking reunification assistance. In these cases, the provider must document mileage and estimated fuel cost, and provide gas cards for needed fuel. ● All reunification cases must meet documentation standards in regards to cost and destination 	<ul style="list-style-type: none"> ● Receipt of any transportation vendor expenses. ● Receipt of gas card purchased and a log of all cards that includes the following information: the date, the name of the staff member issuing the card, type of card (e.g. Chevron, Shell, etc.), the serial number on the card (including a copy of the card with the serial number), dollar value, the BitFocus # and the name of the household member the card was issued to and the household member's signature acknowledging receipt of the card. A photo of the household receiving the card is also strongly encouraged, but optional.
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C. LENGTH OF ENROLLMENT

1. Prevention is a short-term intervention; it is expected households will receive no more than five days of “Brief” services and no more than 12 months of “Full” services.
2. Contractor must exit the household from “Full” service when the following conditions are met:
 - a. Household has completed program goals and is determined to have reached a reasonable level of stability in permanent housing.
 - b. Household utilizes reunification services or the household self-resolves the housing crisis.
 - c. Household has refused contact with the Contractor for ninety days or more.

- d. Contractor completes an exit plan for the Household, as is required for all households exiting the program. The Contractor must complete an exit plan for all households exiting the program.

E. PERFORMANCE MEASURES AND CUSTOMER SERVICE LEVEL

1. The City has established three measures for the success of HPP, which requires the achievement of three primary outcomes as follows:
 - a. Reduce housing instability – as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance (See Table 3 above),
 - b. Increase in household income and/or mainstream benefits for increased ability to sustain housing when assistance ends – as measured by employment, wage increase, and/or access to other income support that benefits the household, and
 - c. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, decrease debt, and reduce the debt-to-income ratio.

2. The Contractor will be required to meet the minimum quantitative Performance Measured identified in Table 4.

TABLE 4: PERFORMANCE MEASURES AND GOALS

Performance Measures & Goals	Annual Performance Levels Per FamilySource Center
Minimum # of unduplicated households who receive “Brief” Services	63 unduplicated households
Minimum # of unduplicated households who receive “Full” Services	35 unduplicated households
Total minimum # of unduplicated households to be served	98 unduplicated households
Total minimum # of unduplicated households who reduce their housing instability	65 unduplicated households
The minimum dollar value of household income reporting achieving increased income	\$15,000
Increase financial stability	65 unduplicated households

F. PERFORMANCE EVALUATION

1. The performance of the HPP will be evaluated on an annual basis. Additionally, the HPP will be evaluated every month against a “system” scorecard that measures the program’s progress.

G. AUTHORITY OF THE CITY

1. Notwithstanding any other provisions of this Agreement, Contractor agrees that the City has authority to direct implementation of this program under the terms of this Agreement as follows:
 - a. City shall conduct primary oversight and monitoring of the HPP that includes, but is not limited to, making physical inspections of the program’s facilities, interviewing the personnel and customers, and examining and excerpting any books, documents, invoices, or other records concerning this Agreement at any time deemed necessary by the City.
 - b. Upon determination by the City that it is in the best interests of the overall program, at its sole discretion, the City may in accordance with the provisions set forth in §408 and 409 herein, upon written notice to the Contractor, take the following actions:
 - i. At its discretion, unilaterally terminate the contract in whole or in part upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice; and/or
 - ii. Assume the day-to-day operations of the program; and/or
 - iii. Direct the Contractor staff activities, including requiring staff to attend mandatory meetings and/or training; and/or
 - iv. Require the Contractor to partner with City-selected specialists to provide certain services; and/or
 - v. Assign City staff persons or consultants to provide direction and assistance on the operation of the program; and/or
 - vi. Require the Contractor to comply with a system of financial controls and monitoring standards provided in City Directives and Information Bulletins; and/or
 - vii. Unilaterally reduce the contract budget, total dollar value, or services to be provided.
 - viii. City shall take corrective action hereunder, including but not limited to, termination of this Agreement should it be determined that the Contractor failed to meet performance measures under its prior agreement with City.
 - ix. City shall develop and implement the electronic infrastructure for the program.
 - x. City shall identify a system of financial controls for the HPP with appropriate internal controls and audits. The Contractor shall comply with all City Directives and Information bulletins relating to said system
 - xi. City shall oversee implementation and monitoring of the program within existing rules, regulations, and guidelines.

H. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide homelessness prevention services to eligible residents of the City of Los Angeles, who reside in the City of Los Angeles, using funding awarded by the City by this Agreement for this purpose.

1. General Overview of Contractor Responsibilities

- a. The Contractor shall implement, operate and carry out the project awarded funding by the City. The Contractor shall comply with applicable Federal, State, and City policies, principles, ordinances, Directives and Information Bulletins, and any amendments.
- b. The Contractor shall ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City of Los Angeles and that their income does not exceed income guidelines.

2. Project Personnel

- a. All City-funded position(s) are deemed to be essential to the work performed under this Agreement. Prior to terminating or diverting project personnel to any other program(s), the Contractor shall notify the City of the proposed move, providing sufficient details to permit the City to evaluate the impact on the program of such change(s) in personnel and, also the plan for replacement of personnel. The City reserves the right to require through future City directive(s) certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

3. Employment of Key Personnel

- a. For the purpose of this Agreement, the Housing Stability Advisor needed in support of this Agreement shall be considered Key Personnel.
- b. The Contractor shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Contractor and the City.
- c. Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g. reporting requirements, personnel changes relating to this Agreement, payment requests.

4. Monitoring

- a. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance. At a minimum, the Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project, documentation of file relating to outreach efforts, intake process, eligibility verification, assessment, housing stability plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods, and property management.

5. Complaint Procedures

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

that such procedures are in place and to monitor adherence by Subcontractors to said procedures.

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

b. Administrative Hearing on Denial of Customer Benefits by Contractor

- i. The Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in appeal procedures applicable to persons denied benefits and shall advise individuals who have been denied the assistance of their right within 20 days to appeal to the State for an administrative hearing pursuant to 42 USC 8864 (b) (13), as amended.
- ii. A Customer may withdraw a request for appeal for administrative hearing of the appeal at any time during the appeal process by rendering written or oral notice to the state. Where oral notice is given, the parties thereto shall confirm such notice in writing.

6. Program Requirements

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

- a. Assure that the facility and project have the bilingual capability (English and Spanish and/or English and another language, based on population served). The Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. The Contractor shall provide a written policy directive to the CIFD detailing its method of providing bilingual assistance to Customers.
- b. Designate one position to be the Administrative Liaison to the City for this Agreement. This position must be employed on a full-time basis by the Contractor and will serve as the primary liaison between the agency and the City with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, fiscal reports/requests for payment, training. The Administrative Liaison for this Agreement is:

Name

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

7. City Performance Standards

The City of Los Angeles maintains certain minimum expectations for Contractor performance and shall apply these standards in assessing actual Contractor performance relative to the goals as

negotiated between the parties to this Agreement. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein

8. **Program Income**

Program Income is the property of the City.

9. Attendance at City Meetings and/or Training Sessions

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

10. Program Requirements

- a. Ensure that the program is fully staffed, filling all vacancies within 90 days with experienced and trained personnel that meet City certification requirements, and in compliance with any requirements identified in City Directives;
- b. Oversee and monitor all program activities and subcontracts;
- c. Safeguard and manage all funds paid to the Contractor including those issued for the payment to subcontractors;
- d. Implement a performance-based procurement system for the selection of subcontractors.

I. REPORTING REQUIREMENTS

1. City Reporting Requirements

- a. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.
- b. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with this Agreement.
- c. The Contractor shall report to the City such numeric data; statistics, facts, news, details, and information on its City-funded project(s) using such forms and formats, such as the electronic BifFocus: Clarity Human Services System, as the City may prescribe for this purpose. Program narrative reports and data shall be submitted monthly according to the Reporting Schedule provided by the City and in accordance with the provisions herein.