



To: Interested Parties

From: 1736 Family Crisis Center
2116 Arlington Avenue, Suite 200
Los Angeles, California 90018

Re: Request for Proposal for Volunteer Income Tax Assistance (VITA)
Program Services

Issue Date: **Wednesday, September 22, 2021**

Proposal Due Date: **Tuesday, October 5, 2021 (no later than 5:00 p.m. PST)**

Submissions By
E-mail to: Doug Yuen
dyuen@1736fcc.org

Approximate Date of
Award Notification: **Tuesday, October 12, 2021**

Bidder's Conference: There will not be a bidder's conference

Technical Assistance: To be submitted via email only: dyuen@1736fcc.org
Format subject line: FY21/22 FSC VITA RFP; include the name,
entity, and email address of the person asking the question.

INTRODUCTION

The mission of 1736 Family Crisis Center (“1736 FCC”) is to comprehensively help children, women, men, and families through crises, including domestic violence, sexual assault, homelessness, joblessness, poverty, human trafficking, suicide ideation and attempts, addiction, post-traumatic stress, and emotional and life-survival challenges, thereby improving their prospects for long-term housing, psychological wellness, financial stability, and success.

1736 FCC serves as the lead agency for the FamilySource Center (“FSC”), a South Los Angeles consortium funded largely by the City of Los Angeles (“City”), which addresses the wide-ranging needs of low-income families in Los Angeles as they work toward goals of stability and self-sufficiency. In an effort to counter the effects of rising unemployment and poverty in Los Angeles, the consortium of service providers offers increased access to coordinated case management and human services that address the needs of the entire family, today focusing on two critical measurable objectives: increasing family income and increasing child/youth academic success.

This RFP is to procure services that offer a Volunteer Income Tax Assistance (“VITA”) program.

The RFP takes into consideration the requirements of the city for procurement of subcontractors. Successful bidders will be expected to enter into an agreement with 1736 FCC for the provision of the services agreed upon. All clients served will be enrolled in FSC by 1736 FCC and referred to the subcontractor for specific services. Selected subcontractor will be expected to meet all goals as outlined in the subcontract, participate in regular partner meetings, complete and submit required documentation in a timely manner, provide ongoing feedback, and participate in evaluation activities including gathering and providing any data that is required by the program and/or its evaluator.

All proposals must be submitted in the English language, and all numerical data must be the dollar-foot-pound-seconds units of measurement.

The anticipated term of the contract is **January 01, 2022 to June 30, 2022**. The subcontract may be extended or renewed based on performance and availability of funds at the sole option of 1736 FCC. The funding for the subcontract is **\$30,000**.

RFP PROVISIONS

Proposals should be prepared simply and economically, avoiding the use of unnecessary promotional materials. Proposals shall include a table of contents and a signature and date block for the offeror. Proposers should submit one (1) copy of the proposal to 1736 FCC. 1736 FCC does not accept responsibility for the cost of preparing any proposal.

Response to the RFP must be made in accordance with the format set forth in this RFP.

Proposals must be submitted electronically to Doug Yuen at dyuen@1736fcc.org with the subject title: “Proposal for FY 21/22 VITA Services.” Proposals shall be made as firm offers for a set period of time following the deadline for submittal. Proposers shall address all questions regarding the RFP and their proposals to Doug Yuen at dyuen@1736fcc.org. Failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a proposer from further consideration.



1736 FCC directs its designated staff to respond to questions regarding the RFP and the submission requirements. 1736 FCC will record all responses, except those that are clearly answered in the RFP. 1736 FCC will provide a written copy of the responses to all parties to whom the RFP has been distributed in a timely and frequent manner to ensure that all proposers are aware of the responses when preparing their proposals.

It is the intent of 1736 FCC to award a subcontract, in a form approved by it, to the selected proposer. The RFP and the subcontractor's proposal or any part thereof may be incorporated into and made a part of the subcontract. 1736 FCC reserves the right to further negotiate the terms and conditions of the subcontract.

STATEMENT OF WORK

The proposer awarded the subcontract will be responsible for providing Volunteer Income Tax Assistance ("VITA") services to FamilySource clients. The proposer will be expected to prepare a minimum of 200 tax returns by June 30, 2022 and secure copies of filed tax returns reflecting the state and/or federal tax credit and participate in the Bank on LA and the Greater Los Angeles Earned Income Tax Credit ("EITC") Campaign Partnership programs. Proposer must either apply for or already possess EFIN. Services may be provided on-site at 1736 Family Crisis Center's Satellite Office, 5213 W. Pico Blvd., Los Angeles, CA 90019 or via virtual Tax Return services.

Administrative Functions

- Provide a minimum of two (2) IRS Trained Tax Preparers for at least 16-20 hours per week through **April 15, 2022** and by appointment thereafter through **June 30, 2022**. Initiate and develop relationship with IRS Stakeholder Partnerships, Education, and Communication ("SPEC") representatives
- Register the electronic filing application with the Internal Revenue Service
- Adhere to the IRS requirements for quality tax preparation, timely filing, and monthly reporting
- Order and manage tax preparation software from Internal Revenue Service and Tax Slayer LLC
- Manage all user accounts, specifically for Admins, E-filer, and Tax Preparer's accounts, on the Tax Slayer LLC Software
- Administer online volunteer registration software to recruit and schedule volunteers
- Provide telephone operator services to schedule client's tax appointments and inform documentation requirements for their appointment

Earned Income Tax Credit Coalition

- Represent 1736 FCC in county-wide Earned Income Tax Coalition efforts
- Notify countywide 2-1-1 referral services and any marketing portals of tax preparation services and instructions to set appointments

VITA Site Management

- Provide one VITA Coordinator to oversee volunteer recruitment, training, schedule tax services, and ensure quality tax preparation services to be provided on-site at 1736 Family Crisis Center
- Develop and initiate marketing campaign for volunteer recruitment



- Promote Tax Time Savings and Free Preparation Los Angeles (“FTPLA”) Campaigns in accordance with all FamilySource Directives.

Additional responsibilities of subcontractor include

- Assist in developing and implementing a strategic plan for meeting City requirements with respect to services to clients.
- Attend monthly FSC Collaborative meetings and any additional training session, collaborative meetings, events, etc., as appropriate.

Program Reports and Documentation

- Maintain appropriate documentation on file for the purposes of reporting data and information on performance for the funded program and related project activities. Subcontractor shall collect, document, and maintain on file and report to the City (via 1736 FCC) as requirement, information and data regarding clients.
- Submit monthly service reports to 1736 FCC.
- Participate in Programmatic Site Visits
- Financial Requirements – bill in accordance with 1736FCC requirements, including actual salaries or operation cost as reflected in the Budget (not Client services).

PROPOSAL CONTENTS AND EVALUATION CRITERIA

Cover Letter

A one-page cover letter must be submitted briefly describing the services to be provided. The letter must indicate the title, address, telephone number, and e-mail of the person(s) authorized to represent the organization for this application and must be signed and dated by the person authorized to bind the entity to all commitments made in the proposal.

Table of Contents

Proposals must include a table of contents which includes a clear definition of the content of the proposal and which identifies the information set forth therein by sequential page number and appropriate reference number. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive.

Proposal Specifications and Evaluation Criteria

All proposers will be evaluated based on the following criteria:

Demonstrated Ability (30 points)

- Type of organization (e.g. private for profit, private nonprofit, etc.)
- Size, scope, and funding source of similar services during the past year
- Description of experience providing similar services during the past year, including number of persons receiving these services, and experience working with any specific demographic groups/special populations



- Description of program success, outcomes measured, and performance to goal
- Include customer satisfaction results, if any
- Service provider is VITA certified with the City of Los Angeles

Proposed Services (40 points)

- Description of the service(s) to be provided (Please include any written materials to be used (these attachments will not count towards the page limit))
- Ability to provide services on-site at 1736 Family Crisis Center’s Satellite Office, 5213 W. Pico Blvd., Los Angeles, CA 90019
- Description of the project objectives and purpose and how results will be used
- Description of the population(s) to be served
- Period of performance, performance standards, and reporting requirements
- Description of existing partnerships and relationships with community entities applicable to the proposed services
- Hours during which you are available to provide such services, including evenings and weekends
- Names of staff that will be involved in this project, their roles, qualifications, experience working with low-income clientele, and language abilities other than English

Budget (30 points)

- Provide a one-page budget, a one-page narrative, and complete Exhibit 1 – Summary of Proposed Services. What is the cost per participant by services/ group of services? How did you arrive at this amount? Budgets will be evaluated for cost reasonableness against the service combination and program design proposed.
- Invoices shall include actual salaries or operation costs as reflected in the Budget not only Client services.

Please note that the proposed budget should take into account the City of Los Angeles Living Wage Ordinance requirements as set forth in Los Angeles Administrative Code Section 10.37.

The narrative containing the “Demonstrated Ability” and “Proposed Services” portions of the proposal must be limited to a maximum of 5 pages, single-spaced, one-sided, 12-point font. The cover page, table of contents, and budget portions of the proposal will not count toward the 5-page limit.

1736 FCC reserves the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not mentioned in this RFP.

Signature and Declaration

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

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



References

Please provide at least two funder references, including funder organization name, type of funding, amount of funding, project period, contact name, phone number, email, and a brief description of the work performed for them.

RFP ITEMS NOT COVERED

Proposers should cover the statement of work and all the RFP specifications. Otherwise, proposers should state why the RFP requirements are not being addressed. If proposers wish to present qualifications in addition to the required items, such information should be presented under the heading “Additional Qualifications We Wish to Present.” Proposers who do not wish to present such information should state: “There are no additional qualifications we wish to present.”

STANDARD CONTRACT PROVISIONS

The standard contract provisions are attached hereto as Exhibit 2 and are hereby incorporated herein by reference.

INSURANCE

Proposer should provide and maintain at its own expense insurance coverage naming the City of Los Angeles and its Agents and 1736 FCC and its Agents as additional insureds, with limits of no less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$2 million |
| Personal and Advertising Injury: | \$1 million |
| Damage to Rented Premises | \$300,000 |
| Each Occurrence | \$1 million |

PROPOSERS CONFERENCE

There is no bidder’s conference scheduled for this RFP at this time.

FAILED COMPETITION

It is 1736 FCC’s/City’s authority to determine that the procurement process has failed. The basis for failure may include a lack of response to RFP; not enough bidders; a determination that the responses do not agree with mandatory requirements of the RFP; a determination that no proposer demonstrated effectiveness in providing the services solicited, and/or a determination that the award of a subcontract at this time to any proposer would not be cost effective, responsible, or prudent. If the City/1736 FCC determines that the procurement has failed, it may elect to negotiate a sole source agreement or develop and issue a new Request for Proposals.



DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP shall become the property of 1736 FCC/the City and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Government Code Sections 6250 *et seq.*). In the event such an exemption is claimed, the proposer shall be requested to state in the proposal that he or she will defend any action brought against 1736 FCC/the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party making a request therefore.

RFP REVISIONS

Any revision made to the issued RFP will be sent to all parties known to have received a copy of the original RFP.

CITY POLICY ISSUE SUMMARIES

1. **Affirmative Action.** The City of Los Angeles' Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an affirmative action program for vendors doing business with the City. As a condition of subcontract award, the selected proposer shall be required to comply with the provisions of the City's Affirmative Action program, including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the Los Angeles City Affirmative Action Plan. Proposers are urged to include an affirmative action plan in their proposals.
2. **MBE, WBE, and Other Business Enterprise Outreach Program.** It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs), and all other business enterprises an equal opportunity to participate in the performance of all Contractor contracts, including procurement, construction, and personal services. This policy applies to all Contractors.
Proposers are to assist 1736 FCC in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs and WBEs, have an equal opportunity to compete for and participate in 1736 FCC's subcontracts. Equal opportunity will be determined by the proposer's good faith efforts to comply with the 1736 FCC's outreach program. Participation by MBEs, WBEs, and all other business may be in the form of joint ventures or subcontracting.
3. **Child Care Policy.** It is the policy of the City to encourage all its vendors to adopt a stated policy on child care. This policy acknowledges the importance of quality, affordable, and accessible child care and commits the Contractor to use its resources as an educator, employer, role model, and facilitator to act as a catalyst in expanding the supply of quality, affordable, and accessible child care. To the extent permitted by law, proposers with stated child-care policies shall receive preference in contracting with 1736 FCC. Bids are not non-responsive if child-care documents are not provided.

PROPOSAL REVIEW PROCESS

The proposal review process shall include the following major activities to ensure that the procurement meets our audit standards:

1. All proposals that meet the minimum eligibility requirements shall be reviewed, scored, and ranked.
2. At 1736 FCC's sole discretion, oral interviews may be held with top scoring proposers. The results of the oral review may be considered in determining final funding recommendations.
3. Eligible proposers shall be notified in writing of the selection outcome.
4. 1736 FCC reserves the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the 1736 FCC.
5. The lowest cost proposer may not be deemed to be the best proposer when all the evaluation factors have been considered.

SPECIAL CONDITIONS FOR THIS RFP

Successful bidder(s) may be required to complete or adhere to any or all of the following provisions of the City of Los Angeles: Affirmative Action; Certification Regarding Drug-Free Workplace; Certification Regarding Debarment, Suspension, Ineligibility; Certification of Compliance with Equal Benefits Ordinance, City's Child Care Policy, City's MBE/WBE policy; Indemnity and Insurance conditions; and any other forms or requirements as the City of Los Angeles deems necessary.

SUBMISSION REQUIREMENTS

The proposal must be emailed to Doug Yuen at dyuen@1736fcc.org by 5:00 p.m. PST, no later than Tuesday, October 05, 2021. Timely proposal submission is the sole responsibility of the proposer. 1736 FCC reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. **All proposals submitted after the deadline will not be opened and will not be scored.**

Attachments:

- | | |
|-----------|------------------------------|
| Exhibit 1 | Summary of Proposed Services |
| Exhibit 2 | Standard Contract Provisions |

Proposal Checklist

- | | |
|----------------------------------|-----------|
| 1. Cover letter with Declaration | |
| 2. Table of Contents | |
| 3. Demonstrated Ability | 30 points |
| 4. Proposed Services | 40 points |
| 5. Cost Reasonableness | 30 points |
| a. Budget | |
| b. Narrative | |
| c. Exhibit 1 | |



EXHIBIT 1
SUMMARY OF PROPOSED SERVICES

Provide the proposed cost per unit (e.g., \$ per session, \$ per client, \$ per outcome, \$ for supplies, etc.). Add any explanation needed for full understanding at the bottom of this page.

Cost: \$ _____ per _____

What is the minimum number of clients you need to serve at this proposed cost? _____

What is the maximum number of clients you can serve at this proposed cost? _____



Exhibit 2

SAMPLE SUB-CONTRACT AGREEMENT

Lead Agency:

1736 Family Crisis Center

Subcontractor:

(Subcontractor)

Project Title:

West Adams FamilySource Center

Agreement Number:

TABLE OF CONTENTS

| Section Number and Title | Page |
|--|------|
| <u>Part I: Introduction</u> | |
| PART 1: INTRODUCTION | 5 |
| 101. Parties to the Agreement..... | 5 |
| 102. Representatives to the Parties and Service of Notices | 5 |
| 103. Incorporation of Lead Agency Contract | 6 |
| 104. Independent Subcontractor..... | 6 |
| PART 2: TERM, SCOPE OF THE WORK, COMPENSATION | 6 |
| 105. Time of Performance | 6 |
| 106. Services to Be Provided by the Subcontractor..... | 7 |
| 107. Compensation | 7 |
| 108. Claims for Labor and Materials | 7 |
| 109. Amendments to Agreement | 7 |
| 110. Permits and Licenses..... | 7 |
| 111. Prohibition against Assignments..... | 8 |
| 112. Termination..... | 8 |
| PART 3: STANDARD PROVISIONS | 9 |
| 113. Americans with Disabilities Act..... | 9 |
| 114. Nondiscrimination and Affirmative Action | 9 |
| 115. Conflict of Interest | 11 |
| 116. Compliance with Pro-Children Act of 1994..... | 13 |
| 117. State Nondiscrimination Clause | 13 |
| 118. Confidentiality of Information | 14 |
| 119. Intentionally Left Blank | 15 |

| | | |
|------|---|----|
| 120. | Retention of Records, Audit, and Reports | 15 |
| 121. | Indemnification | 15 |
| 122. | Ownership and License | 16 |
| 123. | Child Support Assignment Orders..... | 17 |
| 124. | Living Wage Ordinance | 17 |
| 125. | Service Contractor Worker Retention Ordinance | 17 |
| 126. | Slavery Disclosure Ordinance..... | 18 |
| 127. | First Source Hiring Ordinance | 18 |
| 128. | Local Business Preference Ordinance | 18 |
| 129. | Subcontractor’s Use of Criminal History for Consideration of Employment Application | 18 |
| 130. | Certification Regarding Lobbying..... | 18 |
| 131. | Child Abuse | 18 |
| | PART 4: INVENTIONS, PATENTS, AND COPYRIGHTS..... | 18 |
| 132. | Reporting Procedure for Inventions | 18 |
| 133. | Rights to Use Inventions | 19 |
| 134. | Copyright Policy | 19 |
| 135. | Rights to Data..... | 19 |
| 136. | Intellectual Property Provisions for California Sub-Grants | 20 |
| 137. | Ownership..... | 20 |
| 138. | Retained Rights/License Rights | 22 |
| 139. | Copyright..... | 22 |
| 140. | Patent Rights..... | 23 |
| 141. | Third-Party Intellectual Property | 23 |
| 142. | Warranties | 24 |
| 143. | Intellectual Property Indemnity..... | 25 |

144. Survival..... 26

PART 5: MISCELLANEOUS..... 26

145. Complete Agreement..... 26

146. Number of Pages and Attachments 26

Attachments:

- Attachment I. Statement of Work & Services to Be Provided by the Subcontractor
- Attachment II. Budget
- Attachment III. Certification Regarding Lobbying
- Attachment IV. Agreement Number C1367168 between Lead Agency and City of LA

SUBCONTRACT AGREEMENT

PART 1: INTRODUCTION

101. Parties to the Agreement

The parties to this Agreement (hereinafter "Subcontract" or "Agreement") Are:

- A. The Lead Agency (hereinafter "Lead Agency"), Known as

1736 Family Crisis Center,
having its principal office at

2116 Arlington Ave., Suite 200, Los Angeles, CA 90018

- B. The Subcontractor (hereinafter "Subcontractor"), a nonprofit institution, incorporated under the laws of the State of California and known as

(Subcontractor)

102. Representatives to the Parties and Service of Notices

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

- A. The representative of the Lead Agency shall be, unless otherwise stated in the Agreement:

Carol A. Adelkoff, CEO and Executive Director
1736 Family Crisis Center 2116
Arlington Ave., Suite 200 Los
Angeles, CA 90018

- B. The representative of the Subcontractor shall be:

(Subcontractor Representative)

- C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- D. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

103. Incorporation of Lead Agency Contract

This agreement is a Subcontract agreement under the terms and conditions of the West Adams FamilySource Center Agreement (“Lead Contract”), by and between 1736 Family Crisis Center (“Lead Agency”) and the City of Los Angeles (“City”). The FamilySource Centers program that is the subject of the Lead Contract, has been established by the City as one of the programs designed to effectuate various community development activities. These programs and activities have been funded by to Community Development Block Grant (“CDBG”) funds granted by the U.S. Department of Housing and Urban Development (“Grantor” or “HUD”) and by the State of California, Department of Community Services and Development (“State”) pursuant to the Community Services Block Grant Act (“CSBG”).

The parties agree that the Lead Contract between the Lead Agency and the City with the Agreement Number C-138706, which is attached hereto as **Attachment IV** and by this reference is incorporated herein, shall be binding upon the Subcontractor.

Failure on the part of the Subcontractor to comply with the provisions outlined hereunder shall constitute a material breach of this Subcontract Agreement upon which the Lead Agency may terminate or suspend this Subcontract Agreement.

104. Independent Subcontractor

The performance of the Subcontractor’s services hereunder shall be in the capacity of an Independent Subcontractor. No employee of the Subcontractor has been, is, or shall be an employee of the Lead Agency by virtue of this Agreement, and the subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

PART 2: TERM, SCOPE OF THE WORK, COMPENSATION

105. Time of Performance

The term of this Agreement shall commence on January 01, 2022 and end June 30, 2022, with any additional period of time as is required to complete any necessary close-out activities, provided that said term is subject to the provisions of Section 112 herein.

Performance shall not commence until the Subcontractor has obtained the required Insurance.

106. Services to Be Provided by the Subcontractor

Subcontractor shall provide services as set forth in the “Statement of Work and Services to be provided,” attached hereto as **Attachment I** and incorporated herein by this reference.

107. Compensation

A. The Lead Agency shall pay to the Subcontractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Thirty Thousand dollars (\$30,000), said payments to be in accordance with the City approved Budget/expenditure plan and incorporated by this reference as **Attachment II**.

B. Payment for compensation shall be made in accordance with procedures established by the Lead Agency.

C. Funding as set forth by the foregoing Subsection A is subject to change in accordance with the availability of grant funds provided to the Lead Agency by the City. The Lead and the Subcontractor, subject to City approval, reserve the right to change the amount of compensation set forth herein accordingly.

D. It is understood that the Lead Agency makes no commitment to fund this Agreement beyond the terms set herein.

108. Claims for Labor and Materials

The Subcontractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any Lead Agency property (including reports, documents, and other tangible matter produced by the Subcontractor hereunder), against the Subcontractor’s rights to payments hereunder, or against the Lead Agency, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

109. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in the amount of compensation, which are agreed to by the Lead Agency and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

110. Permits and Licenses

The subcontractor certifies to have all valid permits, licenses, certificates, and other documents as are required by the State, County, the City of Los Angeles or other governmental or regulatory body to legally engage in and perform the services to be provided under this Agreement, including a valid California driver’s license. The Subcontractor represents to have obtained and presently holds the Business Tax Registration Certificate(s) required by the City’s Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). The Subcontractor shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

The Subcontractor further certifies to immediately notify the Lead Agency of any suspension,

termination, lapses, non-renewals, or restrictions of licenses or certificates, or other documents which shall be cause for immediate termination of this Agreement.

111. Prohibition against Assignments

The Subcontractor shall not assign this Agreement, nor assign or transfer any interest or obligation in this Agreement (whether by assignment or novation) without prior written consent of the Lead Agency.

112. Termination

A. The parties agree that at any time during the term of this Agreement either Party may terminate this Agreement or any part hereof upon giving the other Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports, and records purchased or prepared by the Subcontractor under this Agreement shall be disposed of according to City directives.

C. In the event the Subcontractor 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 Lead Agency.

D. Upon satisfactory completion of all termination activities, the Lead Agency shall determine the total amount of compensation that shall be paid to the Subcontractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. In the event that the Lead Agency Contract with the City is terminated, the Lead Agency shall notify Subcontractor of such termination.

PART 3: STANDARD PROVISIONS

113. Americans with Disabilities Act

In implementing this Agreement, Subcontractor 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.

Subcontractor 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.

Subcontractor understands that the City/Lead Agency are relying upon these certifications and representations as a condition to funding this Agreement.

Any sub-subcontract entered into by Subcontractor for work to be performed under this Contract must include an identical provision.

114. Nondiscrimination and Affirmative Action

- A. The subcontractor 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 Subcontract, the Subcontractor 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 Subcontractor 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 Subcontractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Subcontract contains a consideration in excess of One Thousand Dollars (\$1,000), Subcontractor 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 Subcontract contains a consideration in excess of Twenty Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Subcontract 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 Subcontractor 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 sub-subcontract entered into by the Subcontractor relating to this Subcontract, 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) define specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

- E. Subcontractor agrees to adhere to the Non-Discrimination/Equal Employment Practices ("ND/EEP") and Affirmative Action ("AA") program provisions during the entire duration of this Subcontract. Subcontractor 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.

115. Conflict of Interest

- A. Subcontractor certifies that it has adopted a Code of Conduct that, at a minimum, reflects the constraints discussed in HCID Directive Number FY 12- 0001.
- B. Subcontractor certifies that it has disclosed to Lead Agency/the City any relationship, financial or otherwise, direct or indirect, of the Subcontractor or any of its officers, directors or employees or their immediate family with Lead Agency and its officers, directors, or employees.
- C. Subcontractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any sub-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 sub-subcontractor; or where the selection of sub-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 sub-subcontract;
 - b. The sub-subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - c. The participation of such person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the sub-subcontract.

D. 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:
 - i. 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.
 - ii. Any of the following interests in the sub-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 "sub-subcontract" is any agreement entered into by a Subcontractor for the purchase of goods or services with any funds provided by this Agreement.

- E. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- F. No director, officer, employee (or agent) of Subcontractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.
- G. Subcontractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential sub-subcontractor, supplier, a party to a sub-sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- H. Subcontractor shall not sub-subcontract with a former director, officer, or employee within a one-year period following termination of the relationship between said person and the Subcontractor.
- I. 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.
- J. Subcontractor 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.
- K. Subcontractor covenants that no member, officer, or employee of Subcontractor shall have interest, direct or indirect, in any subcontract or sub-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.

116. Compliance with Pro-Children Act of 1994

- A. Subcontractor 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.

B. Subcontractor certifies that it complies with the Pro-Children Act of 1994.

117. State Nondiscrimination Clause

During the performance of this Agreement, Subcontractor and its sub- 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. Subcontractor and sub-subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subcontractor and sub- 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 Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Subcontractor and its sub-subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

118. Confidentiality of Information

A. The Grantor, the City, Lead Agency, and Subcontractor 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 Lead Agency and Subcontractor agree that:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. If the Lead Agency or Subcontractor enters into an agreement with a third party to provide services, the Lead Agency or Subcontractor 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.
- f. 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.

119. Intentionally Left Blank

120. Retention of Records, Audit, and Reports

Subcontractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Agreement, in their original form or as otherwise approved by the City/Lead Agency. 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/Lead Agency, (2) the expiration of this Agreement, or (3) termination of this Agreement. The records will be subject to examination and audit by authorized City/ Lead Agency personnel or representative at any time. Subcontractor shall provide any reports requested by City/Lead Agency regarding performance of this Agreement. Any Sub-subcontract entered into by Subcontractor for work to be performed under this

Subcontract must include an identical provision.

121. Indemnification

Except for the active negligence or willful misconduct of the Lead Agency, or any of its boards, officers, agents, employees, assigns, and successors in interest, Subcontractor shall defend, indemnify, and hold harmless the Lead Agency 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 the Lead Agency, 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 Subcontractor'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 Subcontractor, sub-subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the Lead Agency provided in this section shall not be exclusive and are in addition to other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

122. Ownership and License

- A. Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Subcontract 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 Subcontractor or its sub-subcontractors under this Subcontract (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. Subcontractor 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 Subcontract. Subcontractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.
- B. Subcontractor agrees that a monetary remedy for breach of this Subcontract 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.
- C. For all Work Products delivered to City/Lead Agency that are not originated or prepared by Subcontractor or its sub-subcontractors under this Subcontract, Subcontractor shall secure

a grant, at no cost to City or the Lead Agency, for a nonexclusive perpetual license to use such Work Products for any City purposes.

- D. Subcontractor shall not provide or disclose any Work Product to any third party without prior written consent of City/ Lead Agency.
- E. Any sub-subcontract entered into by Subcontractor relating to this Subcontract shall include this provision to contractually bind its sub- subcontractors performing work under this Subcontract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

123. Child Support Assignment Orders

Subcontractor 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, Subcontractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Subcontractor 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 Subcontractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Subcontractor under this Subcontract. Failure of Subcontractor or principal owner to cure the default within 90 days of the notice of default will subject this Subcontract to termination for breach.

Any sub-subcontract entered into by Subcontractor for work to be performed under this Subcontract must include an identical provision.

124. Living Wage Ordinance

Subcontractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. Subcontractor agrees to complete the LWO – Subcontractor Declaration Of Compliance Form attached hereto as **Attachment V** and return to Lead Agency within 90 days of the execution of this Subcontract. Subcontractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any sub-subcontract entered into by Subcontractor for work to be performed under this Subcontract must include an identical provision.

125. Service Contractor Worker Retention Ordinance

Subcontractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time.

Any sub-subcontract entered into by Subcontractor for work to be performed under this Subcontract must include an identical provision.

126. Slavery Disclosure Ordinance

Subcontractor shall comply with the slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time.

Any sub-subcontract entered into by Subcontractor for work to be performed under this Subcontract must include an identical provision.

127. First Source Hiring Ordinance

Subcontractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time.

Any sub-subcontract entered into by the Subcontractor for work to be performed under this Subcontract must include an identical provision.

128. Local Business Preference Ordinance

Subcontractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time.

129. Subcontractor's Use of Criminal History for Consideration of Employment Application

Subcontractor 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.

130. Certification Regarding Lobbying

Subcontractor shall execute the Certification Regarding Lobbying attached hereto as **Attachment III** and incorporated herein by this reference.

Subcontractor shall comply with all provisions of 31 USC § 1352 et seq. and 29 CFR Part 93.

131. Child Abuse

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

PART 4: INVENTIONS, PATENTS, AND COPYRIGHTS

132. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Subcontract, the

Subcontractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 et seq. (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1963; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Subcontractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the policy.

133. Rights to Use Inventions

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

134. Copyright Policy

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

135. Rights to Data

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

136. Intellectual Property Provisions for California Sub-Grants

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

137. Ownership

- A. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and Interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or City/State and which result directly or indirectly from this Subcontract.
- B. For the purposes of this Subcontract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
- C. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- D. In the performance of this Subcontract, Subcontractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Subcontract. In addition, under this Subcontract, Subcontractor may access and utilize certain of City's/State's

Intellectual Property in existence prior to the effective date of this Subcontract. Except as otherwise set forth herein, Subcontractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Subcontractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Subcontract, Subcontractor accesses any third-party Intellectual Property that is licensed to City/State, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

- E. Subcontractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Subcontractor enters into any agreement or sub- subcontracts with other parties in order to perform this Subcontract, Subcontractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the sub-subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the sub-subcontractor, Subcontractor, Lead Agency, or City/State and which result directly or indirectly from this Subcontract or any sub-subcontract.
- F. The requirement for the Subcontractor to include all Intellectual Property Provisions in all agreements and sub-subcontracts it enters into with other parties does not apply to agreements or sub-subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
- G. Subcontractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

138. Retained Rights/License Rights

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

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

139. Copyright

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

140. Patent Rights

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

141. Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Subcontract shall not be dependent upon or include any Intellectual Property of Subcontractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section 137 above, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Subcontract. If such a license upon these terms is unattainable, and City/State

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

142. Warranties

A. Subcontractor Represents and Warrants that:

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

143. Intellectual Property Indemnity

A. Subcontractor shall indemnify, defend and hold harmless City/State/Lead Agency and its

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

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

144. Survival

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

PART 5: MISCELLANEOUS

145. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

146. 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 twenty seven (27) pages and four (4) attachments which constitute the entire understanding and agreement of the parties.

| | |
|-----------------|--|
| Attachment I. | Statement of Work & Services to Be Provided by the Subcontractor |
| Attachment II. | Budget |
| Attachment III. | Certification Regarding Lobbying |
| Attachment IV. | Contract C1367168 between Lead Agency & City of L.A. Attachment V. LWO – Subcontractor Declaration of Compliance Form |

IN WITNESS WHEREOF, the Contractor and the Subcontractor have caused this agreement to be executed by their duly authorized representatives.

Executed this _____ day of

_____, 20_____

FOR:
1736 Family Crisis Center

By:

Attest: _____

Executed this _____ day of

_____, 20_____

FOR:
(Contractor)

By: (Contractor)

Internal Revenue No. City

Business License: Expiration

Date:

Attachment I
Statement of Work & Services to Be Provided by the Subcontractor

**Attachment II
Budget**

Attachment III Certification Regarding Lobbying

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

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

Subcontractor

Name and Title of Authorized Representative

Signature

Date

**Attachment IV
Agreement Number C-1367168
between Lead Agency
and City of L.A.**

ATTACHMENT V

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
 REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: _____ Phone #: _____
2. Company Address: _____
3. Awarding Department: _____
4. Project Name: _____

~~IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS TO THE PRIME CONTRACTOR UNTIL THE SUBCONTRACTOR COMPLETES THE LIVING WAGE ORDINANCE. THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING THE LIVING WAGE ORDINANCE REQUIRES:~~

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

THE LIVING WAGE ORDINANCE REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- Effective July 1, 2019 a wage of at least \$14.25 per hour plus an additional \$1.25/hr for Employees without health benefits, or \$13.25 per hour for Employees with health benefits (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: ___ / ___ / ___ End Date: ___ / ___ / ___

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

