

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is effective as of the last date signed by all the Parties and is entered into by and between the Los Angeles County Affordable Housing Solutions Agency ("LACAHSAs") and United Way, Inc., dba "United Way of Greater Los Angeles" (the "DONOR"), a nonprofit 501(c)(3) corporation with offices located at 1150 S. Olive Street, Suite T500, Los Angeles, CA 90015 (each a "Party" and collectively the "Parties"), and pertains to in-kind donated services to be provided by DONOR for the benefit of LACAHSAs as more fully set out below and in Attachment "A" incorporated herein and made a part of this Agreement by this reference.

RECITALS

WHEREAS, DONOR desires to provide, and LACAHSAs desires to acquire donated in-kind services from DONOR to support its initial start up, operations and Interim CEO on-boarding efforts as it transitions to more permanent services and support.

WHEREAS, DONOR is a legal entity with the ability to donate in-kind services contemplated under this Agreement and does so for the sole benefit of LACAHSAs and the public purpose and benefit served by this donation.

WHEREAS, as approved and accepted by the LACAHSAs Board of Governing Directors ("Board") on September 18, 2024, DONOR has made this gift in an amount and of a type sufficient to provide all of the Services (as defined below) for the Term (as defined below).

WHEREAS, on September 18, 2024, the LACAHSAs Board delegated authority to the Board Chair to execute, enter into and implement this Agreement with DONOR, subject to review as to form by the Office of County Counsel for the County of Los Angeles ("LACAHSAs COUNSEL").

NOW, THEREFORE, LACAHSAs and DONOR agree to the foregoing and as follows:

THE DONATION

1. The In-Kind Donated Services

DONOR agrees to provide and perform, which may be through a contract with a third party provider, the in-kind donated services set out in Attachment "A" (the "Services"). Services shall commence on the last date this Agreement is fully executed by all Parties ("Effective Date") and shall terminate at the end of eight months from Effective Date (the

"Term") unless sooner terminated by any of the terms found elsewhere in this Agreement.

The Parties mutually agree in advance that DONOR may use third party contractors or subcontractor to fulfill some or all of the Services set out in Attachment "A" provided such contractors and subcontractors comply fully with all applicable state and federal conflict of interest and other laws, and are professional firms or corporations duly licensed (where required), trained and insured to carry out and provide the specialized payroll, accounting, human resource and technology services set out in Attachment "A".

2. Relationship Between DONOR and LACAHS

In the performance of this Agreement, DONOR and its employees, agents, contractors and subcontractors shall act in an independent capacity and not as officers, employees, agents, or volunteers of LACAHS. This Agreement does not create an employment relationship between DONOR and LACAHS. DONOR and its employees, agents, contractors and subcontractors are not, and shall not be deemed to be, employees of LACAHS for any reason. DONOR also acknowledges that DONOR is not authorized to enter into contracts on behalf of LACAHS and nothing herein provides DONOR with the ability to bind LACAHS. DONOR hereby represents and DONOR acknowledges and agrees that DONOR is independently in business to provide services of the nature of those to be provided to LACAHS pursuant to this Agreement. LACAHS is not granted any right or authority (and shall not hold itself out as having authority) to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of DONOR or to bind DONOR in any manner, and LACAHS shall not make any agreements or representations on Donor's behalf without DONOR's prior written consent. DONOR shall accept, to the extent practical, any directions issued by LACAHS pertaining to the goals to be attained and the results to be achieved but shall be solely responsible for the manner in which Services are performed under this Agreement.

3. Compensation

DONOR agrees that, unless approved in writing in advance by LACAHS, there will be no compensation paid or owed by LACAHS to DONOR or to any of DONOR's employees, agents, contractors or subcontractors for the Services donated under the provisions of this Agreement.

4. Use of DONOR's and LACAHS's Name

Neither DONOR nor LACAHS may use each other's logs, trademarks, or other intellectual property without express written consent from the other.

5. Termination

(a) This Agreement shall terminate at the expiration of the Term, unless terminated sooner as set out below.

(b) This Agreement may be terminated by either Party at any time upon sixty (60) days advance written notice to the other Party, with or without cause, and for convenience.

(c) In the event of termination of this Agreement, DONOR (including its contractors and subcontractors) must immediately return all LACAHSAs Property (as defined below) to LACAHSAs authorized representative or designee.

(d) At the request of LACAHSAs, DONOR shall immediately assign to LACAHSAs all rights, title, interest and obligations in and to any and all contracts and subcontracts with third parties who performed any or all of the Services.

6. Insurance

(a) DONOR understands that it is not insured by the insurance policies of LACAHSAs or any of its officers, agents or employees. In addition to the insurance requirements set out in Attachment "A", DONOR also represents and warrants that DONOR has secured and shall maintain at DONOR's own expense all insurance that DONOR is required by law or otherwise to carry in connection with performing or providing any of the Services, as well as insurance covering such risks arising in connection with the Services, including, without limitation, professional liability insurance, license defense insurance, workers' compensation insurance and employer's liability and comprehensive general liability insurance.

7. Standard of Care and Compliance with Laws

DONOR shall ensure that any person or entity providing the Services under this Agreement holds a valid license as required by the State of California and that the license has not expired or been revoked or suspended. DONOR shall also ensure that any premises where the Services are provided under this Agreement meet all requirements (including registrations, permits and licenses) of the State of California to perform the Services at such locations. Provision of Services at all times shall comply fully with all applicable laws and regulations. DONOR shall make a good faith best effort to resolve any and all complaints that may be made with respect to any of the Services provided under this Agreement.

The standard of care for all Services performed shall be the care and skill ordinarily used and provided by persons and entities in the same profession practicing under the same or similar conditions at the same time and in the same locality, within the State of California. DONOR covenants, represents and warrants that DONOR, its agents, employees, contractors and subcontractors are qualified, properly registered and

licensed (where applicable) to perform and provide the Services, and experience with and knowledgeable with respect to such Services. DONOR shall at all times maintain the security, safety and privacy of all assets, funds, accounts, information, data, privacy, and Services.

8. Confidentiality

At all times during the Term of this Agreement, and indefinitely thereafter, the Parties will hold in confidence, and will not use or disclose to any third party unless required by law (e.g. California Public Records Act) or unless said third party is performing the Services, all confidential information regarding or belonging to the other Party or confidential information related to or that are a part of the Services. The term "confidential information", as referenced herein, means all non-public information to which the other Party has been or will be exposed in anticipation of or as a result of the Services that a Party designates or treats as confidential. Each Party will endeavor to appropriately mark as "confidential" or "proprietary" any documents shared with the other Party.

If anyone tries to compel a Party to disclose any confidential information of the other Party, by subpoena, Public Records Act request, or by other lawful means, the Party will immediately notify the other Party so that the Party may take actions it deems necessary to protect its interests. The requirement under this Agreement to protect a Party's confidential information applies both during the Term and after termination of this Agreement. Notwithstanding the foregoing, either Party may disclose the confidential information of the other where required and compelled to make such disclosure under applicable law or order of a court of law with jurisdictional authority to compel such disclosure.

DONOR acknowledges that LACAHSAs is the sole owner of all proprietary rights, title and interest in and to the products, data, materials, information, documentation, accounts and confidential information relating to, generated or resulting from or associated with the Services ("LACAHSAs's Confidential Information"). DONOR further acknowledges that LACAHSAs's Confidential Information is non-public information concerning LACAHSAs and constitutes a trade secret, proprietary or confidential information of LACAHSAs that is or may only be revealed or shared with DONOR, its agents, employees, contractors or subcontractors on a need to know basis for provision of the Services and only in confidence, solely for the purpose of enabling DONOR to perform, oversee or provide the Services and other obligations and requirements under this Agreement.

9. Acceptance, Review, Approval of Services

All Services performed or to be performed are subject to the review, acceptance and/or approval of LACAHSAs's authorized representative or designee, including Services to be

performed by any of DONOR's contractors or subcontractors. Review, approval, acceptance or rejection of Services will not be unreasonably withheld or delayed.

10. Agreement Administration

DONOR designates **Tommy Newman, Vice President of Public Affairs**, as its authorized representative for purposes of managing the Agreement relationship, performance, accountability and administering provision of Services, including all third party contracts and subcontracts.

LACAHSA designates the **LACAHSA Board Chair** (or designee), as its authorized representative for purposes of managing LACAHSA obligations under this Agreement.

11. Notice

All notices and other communications required or permitted by this Agreement shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid); (b) sent by registered or certified mail, return receipt requested; or (c) sent by email to the following addresses or e-mail address (in the case of DONOR) and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address (in the case of DONOR) or person as a party may designated by notice to the other party):

LACAHSA Board Chair
c/o Commission Services Department for the County of Los Angeles,
500 West Temple Street, Room 383,
Los Angeles, CA 9001,
Attention: Martha Arana,
Email: marana@bos.lacounty.gov

With copy to:

The Office of County Counsel
County of Los Angeles
Attn: Shirley R. Edwards,
Deputy County Counsel,
Board Liaison Division
500 West Temple Street,
Los Angeles, CA 9001,
Email: sredwards@counsel.lacounty.gov

The notices and envelopes containing same to DONOR shall be addressed to:

United Way, Inc.(dba, United Way of Greater Los Angeles)
Attn: Tommy Newman,
Vice Present, Public Affairs
1150 S. Olive Street, Suite T500,
Los Angeles, CA 90015
Email: tnewman@unitedwayla.org

All notices and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) business days after being deposited in the mail, postage prepaid; or if delivered by facsimile or e-mail (if delivered to DONOR), when transmitted if transmitted without indication of delivery failure prior to 5:00 p.m. local time for the recipient (and if transmitted without indication of delivery failure after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent business day).

12. Authorization

Each Party represents to the other Party that it has the power and authority to enter into this Agreement and that it is not a party to any restrictions, agreements or undertakings whatsoever which would prevent or make unlawful such Party's acceptance of the terms set forth in this Agreement or such Party's performance hereunder. Each Party further represents that its acceptance of its obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such Party is a party or by which such Party is bound.

13. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in Los Angeles County.

14. Waiver

Waiver by either Party of a breach of this Agreement by the other Party shall not operate or be construed as a waiver of any prior or subsequent breach by either Party. No waiver shall be valid unless it is in writing and signed by an authorized representative of each Party.

15. Successors and Assigns; Assignment

This Agreement shall inure to the benefit of and shall be binding upon the successor-in-interest, heirs, legatees, permitted assigns and personal representatives of the Parties hereto.

16. Payment of Taxes

DONOR shall be solely liable, responsible and accountable for payment of all taxes relating to, resulting from or on account of the Services.

17. Severability

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

18. Modification

This instrument constitutes the entire Agreement between the Parties, and may be changed only by an agreement in writing signed by authorized representatives of both Parties.

19. Assignment; Delegation

This Agreement is for donated in-kind Services to be provided by DONOR to LACAHSAs, and DONOR shall not assign or delegate any of DONOR's rights, duties or obligations under this Agreement without LACAHSAs's written consent, which shall not be unreasonably withheld, denied or conditioned.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

21. Construction

Headings are for the convenience of the Parties and shall not modify any term or condition hereof. The language in and provisions of this Agreement shall in all cases be simply construed according to their fair meaning and not strictly for or against either Party. This Agreement shall not be interpreted against a Party by virtue of such Party's participation in the drafting of the Agreement or any provisions herein. This Agreement is agreed to be drafted jointly by both Parties.

22. Indemnity

DONOR shall indemnify, defend and hold harmless LACAHSAs from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to DONOR's actions or inactions, and those of its employees, agents, officers, contractors and subcontractors, except for such loss or damage arising from the sole gross negligence or willful misconduct of LACAHSAs.

LACAHSAs shall indemnify and hold harmless DONOR from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (excluding attorney and expert witness fees), directly caused by the sole gross negligence or willful misconduct of LACAHSAs.

23. Survival

Those terms and conditions which by their nature should survive termination, cancellation or expiration of this Agreement shall so survive, including but not limited to Sections 2, 3, 4, 8, and 11 through 23, inclusive.

IN WITNESS WHEREOF, the Parties hereto, having read this Agreement and its Attachments in their entirety, do agree thereto in each every particular.

LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY
(LACAHSAs):

By: _____
Rex Richardson
LACAHSAs Board Chair

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Shirley R. Edwards, Deputy County
Counsel (LACAHSAs Counsel)

UNITED WAY, INC.

By: _____
Tommy Newman
Vice President, Public Affairs

Date: _____

ATTACHMENT "A" -- Scope of Services

The donated in-kind services to be provided by DONOR (and its contractors or subcontractors) are set out below (the "Services"):

A. Communications, Information Technology, Data Security Support (as needed, when requested):

1. Internet service and connectivity.
2. Website hosting and maintenance.
3. Data security.
4. Digital records maintenance, retrieval, and security.
5. Email creation and management services (for LACAHSAs employees, Board Members and Alternates).
6. Provide, maintain and service all hardware (laptops, cell phones and related equipment) and software (Office 365, Excel, etc.) for all LACAHSAs employees, Board Members and Alternates.

B. Human Resources (HR)/Payroll Support:

1. Processing of new hire paperwork and records management.
2. Manage payroll, tax, records and human resource regulatory compliance in accordance with state of California and federal laws and regulations.
3. Processing of status and/or rate changes.
4. Manage exit interviews, temp service outsourcing, terminations.
5. Payroll Management, Processing and Payroll Tax Remittance Service, including but not limited to:
 - a. Preparation and distribution of payroll checks.
 - b. Withholding and remittance of Federal, FICA, State and unemployment taxes.
 - c. Manage and make payroll disbursements and deductions, including but not limited to garnishments, and adjustments to leave plan accruals/balances.
 - d. Preparation and distribution of W-2 forms.
 - e. Payroll Direct Deposit Service.
 - f. Payroll Delivery Service.
 - g. Governmental Payroll Report Compliance Service.
 - h. Process payroll for LACAHSAs on timely basis.
 - i. Additional Custom Payroll-Related Services, as needed.
 - j. Submit on behalf of LACAHSAs all payroll reports to federal and state agencies.
 - k. Provide LACAHSAs access to payroll reports after every processed payroll. Copies of quarterly and annual reports will also be provided,

- at a minimum, at the end of each quarter and calendar year via the Portal.
- l. Assist with any payroll correspondence from Federal and State Agencies.
 - m. Provide on-going support services for events requiring payroll information, such as annual worker's compensation insurance and general liability insurance coverage, as well as insurance audits.
 - n. Set up, manage and maintain an online 24-hour accessible customer Portal for LCAHSA and its employee use, including but not limited to:
 - i. LCAHSA will have uninterrupted 24-hour access to the online portal from which LCAHSA can view payrolls processed, compliance forms, payroll schedules and employee information.
 - ii. LCAHSA will receive a login name and temporary password upon set up.
 - iii. LCAHSA employees will also have access to the Portal when the employee provides an email address.
 - iv. LCAHSA employees will be able to view pay stubs and W2s; make changes to contact information and withholding information.
 - v. Provide employee and LCAHSA training on Portal use/access and troubleshoot/address questions, fix problems and ensure employee and LCAHSA Portal access.
6. Maintain physical, electronic and procedural safeguards that comply with state of California and federal regulations to guard and secure LCAHSA's and its employees' non-public information. Do not disclose any non-public information to anyone, except as permissible by applicable law, without the advance written consent of an authorized representative of LCAHSA.
 7. Provide health insurance (vision, medical, dental, deferred compensation, etc.) and other employee benefits coverage, enrollment and administration for qualified employees.
 8. Provide retirement fund (401k) coverage and administration for qualified employees
 9. Provide and manage workers compensation insurance coverage.
 10. Provide guidance on human resources issues (California and federal laws).
 11. Provide other employee support and training, including providing onboarding services for new hires including assistance with health benefits sign-up.
 12. Provide assurances/warranties relating to all of the following:
 - a. Data integrity
 - b. Regulatory and Policy Compliance
 - c. Process support
 - d. Payroll and Human Resources support.

C. Funding and Fiscal Responsibilities:

1. "Funding Agent" or "Funding Source" shall mean DONOR. As the Funding Agent, DONOR will timely pay all invoices due for any and all Services performed or provided by or through any and all third party contractors and subcontractors. All Services provided or performed are donations of in-kind services and support that have been accepted and approved by the LACAHSAs Board by prior action, and shall not be reimbursed, paid for or at the cost, liability or expense of LACAHSAs, its officers, agents, employees or assigns.
2. As Funding Agent, DONOR (for and on behalf of itself and its employees, agents, officers, contractors and subcontractors) acknowledges, agrees, accepts and understands that it is subject to audit by LACAHSAs, by the State of California's agents, officers or assigns, and by the Auditor/Controller ("**Controller**") for the County of Los Angeles, with respect to the provision of Services, and as such, DONOR (for and on behalf of itself and its employees, agents, officers, contractors and subcontractors) agrees, accepts, and understands that it shall maintain accounting records, and shall report accounting transactions in accordance with generally accepted accounting principles adopted by the Financial Accounting Standards Board of the Financial Accounting Foundation for both public reporting purposes and for reporting of activities to LACAHSAs, the State of California, and to the Controller.
3. DONOR shall set aside and deposit in a separate account (not commingled with any other assets) or in an account with the County of Los Angeles Treasurer (where requested by LACAHSAs) sufficient funds to pay for all Services, including funds for all contracts and subcontracts. Where the account has been set up by DONOR, said account shall be responsibly maintained and handled by DONOR and DONOR shall replenish said account to ensure there is always sufficient funding available to pay, when due, for all Services, including those performed by contractors and subcontractors.
4. Where the account has been set up by DONOR, said account shall be a separate account oversee by DONOR and accounted for separately in books and records. This separate account shall be used for the sole and exclusive benefit of LACAHSAs to fund the Services. DONOR acknowledges, accepts, and agrees that LACAHSAs is a third-party beneficiary to said account and all funds contained therein. The account proceeds, upon request by LACAHSAs's authorized representative, may be transferred to an account held in the name of LACAHSAs with the County of Los Angeles Treasurer.

5. At all times, DONOR shall be solely responsible and liable for all costs, fees, assessments, fines, and penalties incurred or associated with establishing, maintaining, funding or using any account that it establishes for the Services, and at no time shall funds deposited in (or interest earned from) said account be used to pay for any such fees, costs, assessments, fines, or penalties. With respect to this account, DONOR shall (i) manage, handle, collect, issue and pay all checks, drafts, and other exchange without cost, liability or expense to LACAHSAs; (ii) take and preserve all receipts, certificates of deposit, and other evidence of deposit of the funds and any and all withdrawals of funds; (iii) only allow deposited funds to be drawn out by Electronic Funds Transfer (“EFT”) or direct deposit or by such other means mutually determined by DONOR and LACAHSAs; (iv) without challenge, timely pay all invoices; and (v) report to LACAHSAs, in writing on a quarterly basis, all financial transactions and activities associated with this account, along with any additional information or data that may be required by LACAHSAs.
6. DONOR shall maintain all records, books, logs, records of accounts and financial transactions (each and collectively, the “Records”) associated with the Services in accordance with generally accepted accounting principles adopted by the Financial Accounting Standards Board of the Financial Accounting Foundation for both public reporting purposes and for reporting of activities to LACAHSAs, the State of California and to the Controller. All Records shall be maintained in an accessible location within the County of Los Angeles for a period of at least five (5) years after the expiration of the Term of the Agreement (and for any extension thereof).
7. For the purpose of carrying out these Funding Agent responsibilities, DONOR’s authorized representative shall be Thomas Newman, Vice President, Public Affairs, United Way, Inc (dba United Way of Greater Los Angeles).

D. Contractor/Subcontractor Indemnity:

If any of the Services are performed or provided through DONOR's third party contractors or subcontractors, then DONOR shall ensure that each of its contractors and subcontractors will indemnify, defend and hold harmless LACAHSAs from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to contractor and subcontractor actions or inactions, and those of each of its/their respective employees, agents, officers, contractors and subcontractors, except for such loss or damage arising from the sole gross negligence or willful misconduct of LACAHSAs.

E. Insurance Coverage for the Benefit of LACAHSAs:

GENERAL REQUIREMENTS

Without limiting DONOR's indemnification of LACAHSAs, and in the performance of Services, and until all of its obligations pursuant to this Agreement have been met, DONOR shall provide and maintain at its own expense (or at the expense of its contractors or subcontractors) insurance coverage satisfying the requirements specified below. These are minimum insurance coverage terms, types and limits (the "Required Insurance").

1. Evidence of Coverage and Notice to LACAHSAs:

Prior to commencing the Services, deliver certificate(s) of insurance coverage ("Certificate") to LACAHSAs's authorized representative, in a form satisfactory to LACAHSAs, and provide a copy of an Additional Insured endorsement confirming the Los Angeles County Affordable Housing Solutions Agency, its employees, officers and Board members, have been given Additional Insured status under the DONOR's (and its contractors and subcontractors) General Liability policy(ies).

Renewal Certificates shall be provided to LACAHSAs not less than 10 days prior to DONOR's policy expiration dates.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificates shall match the name of DONOR identified in this Agreement and match the names of DONOR's contractors and subcontractors, where applicable. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACAHSAs required endorsement forms.

Neither LACAHSAs's failure to obtain, nor LACAHSAs's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by DONOR, its insurance broker(s) and/or insurer(s), its contractors or subcontractors, shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

LACAHSAs, c/o Commission Services Department for the
County of Los Angeles,

500 West Temple Street, Room 383,
Los Angeles, CA 9001,
Attention: Martha Arana,
Email: marana@bos.lacounty.gov

2. Additional Insured Status and Scope of Coverage:

The Los Angeles County Affordable Housing Solutions Agency (“LACAHSAs”), its employees, officers and Board members, shall be provided additional insured status under DONOR’s (and DONOR’s contractors and subcontractors performing any of the Services) General Liability policy with respect to liability arising out of ongoing and completed Services. This additional insured status shall apply with respect to liability and defense of suits arising out of the DONOR’s (and its contractors or subcontractors) acts or omissions, whether such liability is attributable to the DONOR (its contractors or subcontractors) or to LACAHSAs, its employees, officers or Board members. The full policy limits and scope of protection also shall apply to LACAHSAs (and its employees, officers and Board members) as an additional insured, even if they exceed the minimum Required Insurance specifications below. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions below.

3. Cancellation of or Changes in Insurance:

DONOR (and its contractors and subcontractors performing any of the Services) shall provide LACAHSAs with, or said insurance policies shall contain a provision that LACAHSAs shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACAHSAs at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

4. Insurer Financial Ratings:

Required Insurance coverage shall be placed with insurers acceptable to LACAHSAs with A.M. Best ratings of not less than A:VII unless otherwise approved by LACAHSAs.

5. The Required Insurance Shall Be Primary:

DONOR’s insurance policies (and those of its contractors and subcontractors who provide any of the Services), with respect to any claims related to this Agreement or the Services, shall be primary with respect to all other sources of coverage available to DONOR or its

contractors or subcontractors. Any LACAHSAs maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Required Insurance coverage.

6. Waivers of Subrogation:

To the fullest extent permitted by law, DONOR (along with its contractors and subcontractors who provide any of the Services) hereby waives its rights and its insurer(s)' rights of recovery against LACAHSAs under all the Required Insurance for any loss arising from or relating to this Agreement or the Services. DONOR shall require its insurers (and that of its contractors and subcontractors) to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

7. Deductibles and Self-Insured Retentions ("SIRs"):

No insurance policies shall obligate LACAHSAs to pay any portion of any deductible or self-insured retention ("SIR"). LACAHSAs retain the right to require DONOR to reduce or eliminate policy deductibles and SIRs as respects LACAHSAs, or to provide a bond guaranteeing DONOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8. Claims Made Coverage:

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. DONOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the expiration, termination or cancellation of the Agreement.

9. Application of Excess Liability Coverage:

DONOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

10. Separation of Insureds:

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

11. Alternative Risk Financing Programs:

LACAHSA reserves the right to review, and then approve, DONOR's use of self insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. LACAHSA shall be designated as an Additional Covered Party under any approved program.

THE REQUIRED INSURANCE ("Required Insurance")

1. **General Liability Coverage:** During the Term, DONOR (and its contractors and subcontractors providing any of the Services) shall carry Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LACAHSA, its employees, officers and Board members, as additional insureds, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. **Professional Liability/Errors and Omissions Coverage:** During the Term, DONOR (and its contractors and subcontractors providing any of the Services) shall carry Professional Liability/Errors and Omissions Insurance covering its/their liability arising from or related to this Agreement and/or provision of Services, with limits of not less than \$1 million per claim and \$2 million aggregate.
3. **Cyber Liability Insurance:** During the Term, DONOR (and its contractors and subcontractors providing any of the Services) shall carry Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as providers of the Services and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information misuse of or unlawful release of personally identifiable information, theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Third Party Contracts and Subcontracts – Third Party Beneficiary, Right of Assignment, Other:

1. Where third party contracts or subcontracts are used or entered into to carry out, perform or provide any of the Services, the Los Angeles County Affordable Housing Solutions Agency will be expressly identified and named as a third party beneficiary within the terms of all such contracts and subcontracts.
2. Where insurance coverage is required in any third party contracts or subcontracts that are entered into or used to carry out, perform or provide any of the Services, then the Los Angeles County Affordable Housing Solutions Agency, its employees, Board members, and officers will be expressly identified as named as additional insureds in all such contracts, subcontracts and insurance policies.
3. The Los Angeles County Affordable Housing Solutions Agency ("LACAHSAs") shall have the exclusive right, exercisable at its sole option without obligation, to require or request that any or all third party contracts or subcontracts be assigned to LACAHSAs, and such express terms shall be incorporated into and made a part of all third party contracts and subcontract that are entered into or used to carry out, perform or provide any of the Services.

G. LACAHSAs Records:

CONFIDENTIALITY

1. DONOR (including its contractors and subcontractors) shall maintain the confidentiality of all its/their respective records, including but not limited to billing, LACAHSAs records, case records, employee records and medical records, materials, documents, data, and/or other information received, obtained, transmitted, personally identifiable information, and/or produced under or resulting from the provisions of Services (collectively and each "LACAHSAs's Confidential Information") in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including without limitation, LACAHSAs policies, if any, concerning information technology security and the protection of confidential records and information. DONOR (including its contractors and subcontractors) shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in LACAHSAs'S computer system(s) nor any

safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by LACAHSAs, without LACAHSAs' prior written approval. DONOR (including its contractors and subcontractors) shall inform all of its/their officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Attachment "A".

INFORMATION SECURITY

- 1. Data Encryption.** DONOR (including its contractors and subcontractors), if electronically transmitting or storing personal information ("PI"), credit card information, bank account or other financial information, protected health information ("PHI"), and/or medical information ("MI"), shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and implementing regulations. MI is defined in California Civil Code Section 56.05(j). The Payment Card Industry Data Security Standard (PCI DSS) shall also apply.
 - a. Stored Data.** DONOR (including its contractors and subcontractors) workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall have and require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
 - b. Transmitted Data.** All transmitted (e.g. network) LACAHSAs PI, PHI and/or MI must and will require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

- c. Certification. LACAHSAs must receive within ten (10) business days of its request, a certification from DONOR (including its contractors and subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, DONOR (including its contractors and subcontractors) shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with this Agreement and Attachment "A".
- 2. **Security Incident.** A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.
 - a. DONOR (including its contractors and subcontractors) will each promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated LACAHSAs security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. DONOR (including its contractors and subcontractors) will each provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to LACAHSAs security representative on or before the first (1st) week of each calendar month. LACAHSAs or its third-party designee may, but is not obligated, perform audits and security tests of DONOR's (including its contractors and subcontractors) environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of PI and LACAHSAs Confidential Information.
 - d. LACAHSAs reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which DONOR (including its contractors and subcontractors) has undertaken on its behalf to assess DONOR's (and/or its contractors' or subcontractors') own network security. If requested, copies of these summary results and

corrective action schedule will be sent to the LACAHSAs security contact.

- 3. Return of Confidential Information** On LACAHSAs written request or upon expiration or termination of this Agreement for any reason, DONOR (including its contractors and subcontractors) will promptly: (a) return or destroy, at LACAHSAs option, all originals and copies of all documents and materials it has received containing LACAHSAs Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at LACAHSAs option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by DONOR (including its contractors and subcontractors) or, prepared under its direction, or at its request, from the documents and materials, and provide a notarized written statement to LACAHSAs certifying that all documents and materials have been delivered to LACAHSAs or destroyed, as requested by LACAHSAs.

PUBLIC RECORDS ACT

- 1.** Any documents submitted by the DONOR (or any of its contractors or subcontractors); all information obtained in connection with LACAHSAs right to audit and inspect the DONORs (including its contractors and subcontractors) documents, books, and accounting records become the exclusive property of LACAHSAs; and, all other records or data subject to disclosure pursuant to applicable law, may become or are a matter of public record and shall be regarded as public records when treated as such by applicable law or by LACAHSAs. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret", "confidential", or "proprietary". LACAHSAs shall not in any way be liable or responsible for the disclosure of any trade secret, confidential or proprietary records including, without limitation, those so marked, if disclosure is required by law, or required by an order issued by a court of competent jurisdiction, or where consent has been given.
 - a.** In the event LACAHSAs is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked as or claimed to be the "trade secret", "confidential", or "proprietary" information or material of DONOR or any of its contractors or subcontractors, then DONOR (and its contractors and subcontractors) agrees to defend and indemnify LACAHSAs from all costs and expenses, including reasonable

attorney's fees, in any action or liability arising under the Public Records Act.

RECORD RETENTION, INSPECTION, AUDIT

1. The DONOR (and each of its contractors and subcontractors) shall maintain accurate and complete financial records of its activities and operations relating to the Services. The DONOR (and each of its contractors and subcontractors) agrees that LACAHSAs, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to the Services. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the DONOR (or its contractors and subcontractors) and shall be made available to LACAHSAs during the Term of this Agreement and for a period of five (5) years thereafter unless the LACAHSAs's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the DONOR (or its contractors or subcontractors) at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at LACAHSAs's option, the DONOR (and its contractors and subcontractors) shall pay LACAHSAs for travel, per diem, and other costs incurred by LACAHSAs to examine, audit, excerpt, copy, or transcribe such material at such other location.
 - a. In the event that an audit of the DONOR (or any of its contractors or subcontractors) is conducted specifically regarding the Services by any Federal or State auditor, or by any auditor or accountant employed by the DONOR or its contractors or subcontractors, then the DONOR (and each of its contractors and subcontractors) shall file a copy of such audit report with LACAHSAs's authorized representative(s) within thirty (30) days of receipt of the audit report by any of them, unless otherwise provided by applicable Federal or State law. Subject to applicable law, LACAHSAs shall make a reasonable effort to maintain the confidentiality of such audit report(s).

22. Indemnity

DONOR shall indemnify, defend and hold harmless LACAHSAs from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to DONOR's actions or inactions, and those of its employees, agents, officers, contractors and subcontractors, except for such loss or damage arising from the sole gross negligence or willful misconduct of LACAHSAs.

LACAHSAs shall indemnify and hold harmless DONOR from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (excluding attorney and expert witness fees), directly caused by the sole gross negligence or willful misconduct of LACAHSAs.

23. Survival

Those terms and conditions which by their nature should survive termination, cancellation or expiration of this Agreement shall so survive, including but not limited to Sections 2, 3, 4, 8, and 11 through 23, inclusive.

IN WITNESS WHEREOF, the Parties hereto, having read this Agreement and its Attachments in their entirety, do agree thereto in each every particular.

LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY
(LACAHSAs):

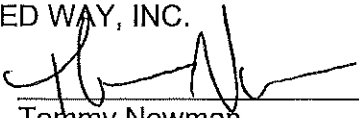
By: _____
Rex Richardson
LACAHSAs Board Chair

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Shirley R. Edwards, Deputy County
Counsel (LACAHSAs Counsel)

UNITED WAY, INC.
By: 
Tommy Newman
Vice President, Public Affairs

Date: 9/12/24