

**35595**

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**2020-2021 HOMELESS EMERGENCY AID PROGRAM (HEAP) AGREEMENT**

**A BRIDGE HOME**

**CRISIS AND BRIDGE HOUSING PROGRAM**

<b>Contractor:</b>	<b>City of Long Beach</b>
<b>Agreement Number:</b>	<b>2020CBH105</b>
<b>Program Name:</b>	<b>Long Beach Year Round Shelter</b>
<b>Funding Sources:</b>	<b>CoC Homeless Emergency Aid Program ("HEAP") Funds</b>
<b>Contract Amount:</b>	<b>\$1,679,000</b>
<b>Total Contract Term:</b>	<b>July 1, 2020 to June 30, 2022</b>

**CFDA: None**

**DUNS: 07-5295832**

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Exhibit U*	LAHSA Grievance Resolution Appeal Form
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- Exhibit Z\* Safely Surrendered Baby Law
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- Exhibit BB Zero Tolerance Policy on Human Trafficking
- Exhibit CC Certification of Compliance with Data Security
- Exhibit DD Equal Access Policy
- Exhibit EE Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care Policy
- Exhibit FF LAHSA Facility Standards
- Exhibit GG LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy
- Exhibit HH Fraud Hotline Fact Sheet
- Exhibit II Fraud Hotline Poster
- Exhibit JJ Federal Provisions – COVID-19

**Exhibits marked with an \* are located at the following Internet hyperlink:**  
<https://www.lahsa.org/contracts>

## AGREEMENT

35595

This Crisis and Bridge Housing Agreement ("Agreement") is made and entered into by and between the Los Angeles Homeless Services Authority ("LAHSA"), a joint powers authority of the City and County of Los Angeles, and City of Long Beach ("Contractor"), a 501(c)(3) organization incorporated under the laws of the State of California. LAHSA and Contractor are collectively referred herein as the "Parties".

## RECITALS

**WHEREAS**, LAHSA is authorized by the City of Los Angeles ("City") and the County of Los Angeles ("County") under the Joint Powers Agreement to enter into contracts to allocate City and County funding for homeless programs and projects for individuals and families;

**WHEREAS**, LAHSA responded to the HEAP Notice of Funding Availability released on September 5, 2018;

**WHEREAS**, LAHSA was awarded Grant Number 18-HEAP-00016, executed between the State of California and LAHSA on January 7, 2019;

**WHEREAS**, to respond to the shelter crisis, the City Council and the Mayor allocated \$20 million to the Crisis and Bridge Housing Fund in the 2018-2019 Adopted Budget to establish temporary crisis and bridge housing facilities under A Bridge Home Program;

**WHEREAS**, the County-owned property has been leased to the Contractor to provide bridge housing beds for individuals along with storage for residents, personal hygiene and laundry facilities, supportive and community engagement services and 24 hour security;

**WHEREAS**, the project which is the subject of this Agreement, has been established by LAHSA as one of the above described programs and has been funded with HEAP Funds from the State of California;

**WHEREAS**, Contractor was selected for funding under LAHSA's Sole Source Procurement from the A Bridge Home Provider list to manage and operate the site, and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services;

**WHEREAS**, Contractor is desirous of providing the effective delivery of those services in the Los Angeles Continuum of Care;

**WHEREAS**, on June 18, 2020, LAHSA's Board of Commissioners approved the allocation of funding in the amount of one million six hundred seventy-nine thousand dollars and no cents (\$1,679,000.00) for the 2020-2021 Program Term;

**WHEREAS**, the Program which is the subject of this Agreement has been funded with State of California HEAP Funds;

**WHEREAS**, LAHSA and Contractor are desirous of executing this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:



## 1. DEFINITIONS

The following terms have the meanings and the content set forth in this Section wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference.

A. "Agency" means 1) public agencies; 2) private, independent organizations, including, but not limited to, for-profit and nonprofit corporations; and 3) joint ventures or partnerships of any of these entities.

B. "Agreement" means this Agreement entered into between LAHSA and Contractor which sets forth the terms and conditions for the issuance and performance of the Statement of Work, **Exhibit A**.

C. "At Risk of Homelessness"

1. An individual or family who:

i. Has an annual income below 30% percent of median family income for the area, as determined by HUD;

ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition; and

iii. Meets one of the following conditions:

a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; or

b. Is living in the home of another because of economic hardship; or

c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or

d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals; or

e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room, as defined by the U.S. Census Bureau; or

f. Is exiting a publicly funded institution, or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient's approved consolidated plan;

2. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15); or
  3. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- D. "Bridge Housing" means safe, Low-barrier, Housing First, reserved, 24-hour emergency shelter for persons experiencing homelessness while they are working on locating, applying to and getting their permanent housing set with other providers.
- E. "Budget" means the budget activities set forth in this Agreement as set forth in the Program Budget, **Exhibit B**.
- F. "CDBG" means Community Development Block Grant ("CDBG") funds provided via a Grant Agreement between the City or County and the United States Department of Housing and Urban Development, ("Grantor") pursuant to Title I of the Housing and Urban Development Act of 1974, as amended, to address the community development needs.
- G. "Chronically Homeless Person" means:
1. A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
    - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
    - ii. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
  2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, for fewer than 90 days and met all of the criteria in paragraph 1 of this definition, before entering that facility; or
  3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph 1 or 2 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- H. "City" means the City of Los Angeles, a municipal corporation.
- I. "Client" means an individual or family experiencing homelessness served under this Agreement.
- J. "Commencement Date" means the date Contractor shall start providing housing and/or services under the Program funded herein. The commencement date of this Agreement is July 1, 2020.

- K. "Compliance" means that Contractor is in compliance with all terms and conditions of this Agreement including, but not limited to, maintaining documentation of the eligibility of homeless persons served, submission of invoices, financial back-up documentation and program reports by required due dates, and timely submission of written corrective action plans which may be required to resolve programmatic or fiscal deficiencies identified by LAHSA.
- L. "Coordinated Entry System (CES)" means a comprehensive community-based system comprised of a network of homeless service providers that is used to assess homeless individuals for other service needs that may contribute to the individual's success of securing adequate housing.
- M. "County" means the County of Los Angeles, a body corporate and politic and political subdivision of the State of California.
- N. "COVID-19" means the respiratory illness due to a novel coronavirus, SARS-CoV-2, commonly known as COVID-19.
- O. "COVID-19 Funding" means funding provided by the State of California pursuant to Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001 for the purpose of supporting CoCs, Counties and Cities to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. This funding is provided by the Homeless Coordinating and Financing Council "HCFC".
- P. "Crisis Housing" means short term, 24-hour emergency shelter for participants who are homeless or at imminent risk of becoming homeless.
- Q. "Developmental Disability"  
As defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002):
1. A severe, chronic disability of an individual that:
    - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
    - ii. Is manifested before the individual attains age 22;
    - iii. Is likely to continue indefinitely;
    - iv. Results in substantial functional limitations in three or more of the following areas of major life activity:
      - a. Self-care;
      - b. Receptive and expressive language;
      - c. Learning;
      - d. Mobility;
      - e. Self-direction;
      - f. Capacity for independent living;
      - g. Economic self-sufficiency; and
    - v. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

2. An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of "developmental disability" in this Section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

R. "Disability" means:

1. A condition that:
  - i. Is expected to be long-continuing or of indefinite duration;
  - ii. Substantially impedes the individual's ability to live independently;
  - iii. Could be improved by the provision of more suitable housing conditions; and
  - iv. Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;
2. A developmental disability, as defined in this Section; or
3. The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

S. "EEO Certification" means Contractor's assurance that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are treated and will continue being treated equally by Contractor without regard to or because of race, religion, ancestry, national origin, or sex and are in compliance with all anti-discrimination laws of the United States of America and the State of California.

T. "Emergency Shelter or Housing" means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.

U. "ESSENTIAL SERVICES" means services to homeless individuals or families in an emergency shelter that include the following: case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special population.

V. "EQUIPMENT" means tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5000 or more per unit (see 2 CFR 200.33).

W. "FEMA" means Federal Emergency Management Agency.

X. "GRANTOR" means United States Housing and Urban Development Department ("HUD").

Y. "HEAP" means Homeless Emergency Aid Program. This is a program established by the State of California pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018).

Z. "HHAP"- means Homeless Housing Assistance, and Prevention Program. This is a program established by the State of California pursuant to Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001.

AA. "HOMELESS" means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
  - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - ii. No subsequent residence has been identified; and
  - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
3. Unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless under this definition but who:
  - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C.254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a) ; and

Must also:

- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

- iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
4. Any individual or family who is fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- i. Has no other residence; and
  - ii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- BB. "Homeless Management Information System (HMIS)" means the information system designated by the Los Angeles Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- CC. "HUD" means the United States Department of Housing and Urban Development .
- DD. "LAHSA" means the Los Angeles Homeless Services Authority a joint powers authority of the City and County of Los Angeles.
- EE. "Permanent Housing" is community-based housing without a designated length of stay, and includes both permanent supportive housing and rapid rehousing. To be considered permanent housing the family must be the tenant on a lease, which is renewable for terms that are a minimum of one month long and is terminable only for cause.
- FF. "Person with Disabilities" means a household composed of one or more persons at least one of whom is an adult who has a disability.
- 1. A person shall be considered to have a disability if he or she has a disability that:
    - i. Is expected to be long-continuing or of indefinite duration;
    - ii. Substantially impedes the individual's ability to live independently;
    - iii. Could be improved by the provision of more suitable housing conditions; and
    - iv. Is a physical, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury.
  - 2. A person will also be considered to have a disability if he or she has a developmental disability, as defined in this section.
  - 3. A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

4. Notwithstanding the preceding provisions of this definition, the term person with disabilities includes, except in the case of the SRO component, two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted under this part, with the deceased member of the household at the time of his or her death. (In any event, with respect to the surviving member or members of a household, the right to rental assistance under this part will terminate at the end of the grant period under which the deceased member was a participant.)

GG. "Personal Property" means property of any kind except real property or equipment. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

HH. "Permanent Housing" is long-term housing that may be accompanied by the provision of supportive services that are designed to enable homeless individuals and families to live as independently as possible in a permanent setting

II. "Prevention" means short term assistance for low-income participants who are imminently at-risk of homelessness to resolve a crisis that would otherwise lead to a loss of housing. Prevention activities most commonly include: Short-term financial assistance; conflict mediation and/or resolution with landlords and/or property managers; housing stabilization planning; and legal assistance.

JJ. "Program Close Out" means the participant placement process the Contractor must undertake in the event that the Program will not be continued to ensure that participants currently housed in the Program are transitioned to appropriate forms of housing in order to ensure that they do not become homeless as a result of the Program closing.

KK. "Program or Project Costs" means any and all costs, fees or expenses in connection with the operations of the Program.

LL. "Program Participant" means an individual or family experiencing homeless who are served under this Agreement.

MM. "Property" consists of the real property described in the Statement of Work, Exhibit A, attached hereto and incorporated herein by reference.

NN. "Recipient" means any territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by the State to assume financial responsibility and enters into an Agreement to administer HEAP assistance

OO. "State" means State of California, a political, geographic sub-division of sovereign federal union of the United States of America.

PP. "World Health Organization ("WHO")" is a specialized agency of the United Nations responsible for international public health founded on April 7, 1948 and headquartered in Geneva, Switzerland

## 2. PARTIES

The parties to this Agreement are:

Los Angeles Homeless Services Authority, a joint powers authority, having its principal office at 811 Wilshire Blvd., 6<sup>th</sup> Floor, Los Angeles, California 90017.

Contractor, a 501(c)(3) organization incorporated under the laws of the State of California and known as **City of Long Beach**, having its principal office at **333 W. Ocean Blvd., Long Beach, California 90802**.

3. CONDITIONS PRECEDENT

Prior to the implementation of this Agreement, Contractor shall provide LAHSA with copies of the following documents:

- A. A cost allocation plan.
- B. A complete Program Budget, attached hereto and incorporated herein by reference as **Exhibit B**.
- C. Authorization to Execute Agreements, attached hereto and incorporated herein by reference as **Exhibit C**.
- D. Authorization to Sign Invoices showing at least 2 authorized signatories, attached hereto and incorporated herein by reference as **Exhibit D**.
- E. Authorization for Direct Deposits – Automated Clearing House Credits, attached hereto and incorporated herein by reference as **Exhibit E**.
- F. Certification Regarding Compliance with Americans with Disabilities Act (42 U.S.C. §11201 *et seq.*, and its implementing regulations) attached hereto and incorporated herein by reference as **Exhibit F**.
- G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto and incorporated herein by reference as **Exhibit G**.
- H. County Certification and Disclosure Regarding Lobbying, attached hereto and incorporated herein by reference as **Exhibit H**.
- I. Certification of No Conflict of Interest, attached hereto and incorporated herein by reference as **Exhibit I**.
- J. Grounds for Rejection, attached hereto and incorporated herein by reference as **Exhibit J**.
- K. Certificate of compliance with Equal Benefits Ordinance, attached hereto and incorporated herein by reference as **Exhibit K**.
- L. Contractor's EEO Certification, attached hereto and incorporated herein by reference as **Exhibit L**.
- M. Contractor Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit M**.
- N. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit N**.
- O. Employee Jury Service Program and Certification, attached hereto and incorporated herein by reference as **Exhibit O**.
- P. Certification of Compliance with County's Defaulted Property Tax Reduction Program, attached hereto and incorporated herein by reference as **Exhibit P**.
- Q. Charitable Contributions Certification, attached hereto and incorporated herein by reference as **Exhibit Q**.



- R. HMIS Compliance Certification duly executed by Contractor's Executive Director or equivalent showing Contractor's HMIS representative contact information. This certification is attached hereto and incorporated herein by reference as **Exhibit R**.
- S. Certificate of Insurance containing coverage as specified in **Exhibit S**, attached hereto and incorporated herein by such reference.
- T. Participant Termination and Grievance Policies and Procedures, attached hereto and incorporated herein by reference as **Exhibit T**.
- U. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and the applicable provisions of the Federal Provisions – COVID-19, attached hereto as **Exhibit JJ** and incorporated herein by reference

4. CONTRACT ADMINISTRATION

The Executive Director of LAHSA ("Director"), or his/her designee, shall have full authority to administer the performance of this Agreement on behalf of LAHSA.

5. CONTRACTOR'S WORK

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as specified in **Exhibit A**, Statement of Work, attached hereto and incorporated herein by reference.

Contractor shall adhere to the Participant Eligibility Guide, **Exhibit V**, in making determinations regarding participant eligibility. **Exhibit V** is attached hereto and incorporated herein by such reference and is located at the following Internet hyperlink: <https://www.lahsa.org/documents?id=1349-homeless-definition-part-1-.pdf> and <https://www.lahsa.org/documents?id=1350-homeless-definition-part-2-.pdf>.

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against LAHSA or the County.

Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

6. TERM

- A. Term: **July 1, 2020 to June 30, 2022** unless sooner terminated or extended, in whole or in part, as provided in this Contract. Said term is subject to the provisions set forth herein. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 4.33 herein and provided all of the required documents described hereinabove.
- B. Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

- C. This Contract will be funded on an annual basis. Each Fiscal Year's Annual Maximum Contract Amount is contingent upon the State's budget and the receipt of funds from the State. If such approval, funding, or appropriation are not forthcoming, or are otherwise limited, curtailed, decreased, or increased, LAHSA may immediately, with ten (10) business days advanced notice, modify the contract amount without penalty. LAHSA may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for Contract extensions will be based on the availability to LAHSA of City, State and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

7. COMPENSATION

- A. LAHSA shall pay Contractor an amount not to exceed **one million six hundred seventy-nine thousand dollars and no cents (\$1,679,000.00)** for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA.

- i) The Annual Maximum Contract Amount payable under this Agreement for the 20-21 Fiscal Year Operation Term of July 1, 2020 to June 30, 2021 shall not exceed **\$1,679,000.**

Such funds shall be allocated from HEAP Funds from the State and shall be expended in accordance with a LAHSA approved Program Budget, **Exhibit B**. Contractor's authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor's right to receive compensation is conditioned upon compliance with LAHSA's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement, as solely determined by LAHSA.

- B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the State and/or County. Further, LAHSA reserves the right to unilaterally change the amount of compensation set forth herein in the event that the State and/or County decreases or makes unavailable funding available for this Program, and/or in the event that Contractor's spending pattern, as evidenced by invoices submitted to LAHSA for payment, will result in unexpended funds at the end of the Agreement term.
- C. Contractor shall not expend funds provided under this Agreement prior to the commencement date of this Agreement, or subsequent to suspension or its termination. Further, expenditures shall be in direct support of the Program which is the subject of this Agreement. If Contractor is operating another program simultaneously with the Program herein, Contractor shall notify LAHSA in writing of any expenditures for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use for the Program funded herein.
- D. LAHSA shall review Contractor's performance on a periodic basis. In the event LAHSA determines that Contractor is not meeting its proposed performance measures, LAHSA may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment. Funds shall not be released until LAHSA has approved the work completed and is satisfied with the documentation included in the invoice.
- E. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with LAHSA's express prior written approval.

- F. HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214. Use of HEAP funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.
- G. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by subcontractors to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes.
- H. Contractor shall have no claim against LAHSA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify LAHSA and shall immediately repay all such funds to LAHSA. Payment by LAHSA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of LAHSA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. INDIRECT COSTS

Payment for indirect costs may be provided as specified in Exhibit B, Program Budget Appendix 1.

9. METHOD OF PAYMENT

- A. Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by LAHSA pursuant to Section 10 of this Agreement. LAHSA shall only reimburse Contractor's actual costs and only up to the Annual Maximum Amount per Fiscal Year. LAHSA shall provide payment for the invoice within thirty (30) business days if said invoices are complete and accurate and submitted no later than the fifteenth (15th) calendar day of the month following the month in which Contractor provided the services for expenses funded with County General Funds and County Measure H Special Funds, and no later than the seventh (7th) calendar day of the month following the month in which Contractor provided the services for expenses funded with other sources of funding. Such determination is at the sole discretion of LAHSA.
- B. Contractor shall only submit invoices signed by those authorized pursuant to Exhibit D, Authorization to Sign Invoices, on a monthly basis by the fifteenth (15th) calendar day of the month following the month in which Contractor provided the services. Contractor shall notify LAHSA in writing within ten (10) days of any changes in the authority to sign and submit invoices and LAHSA reserves the right to delay payment if a signatory not identified in the Authorization to Sign Invoices submits an invoice. Exhibit D is attached herein and incorporated by such reference.
- C. In the event that Contractor submits an invoice after the deadline(s) identified above, LAHSA will provide payment within sixty (60) business days thereafter if said invoices are complete and accurate. Such determination is at the sole discretion of LAHSA.
- D. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) calendar days after the services have been provided.

- E. Invoices and supporting documentation shall be prepared at Contractor's sole expense and responsibility. LAHSA will not compensate Contractor for any costs incurred for invoice preparation. LAHSA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. LAHSA reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by authorized individuals as indicated on the LAHSA Line Item Invoice form under penalty of perjury that the information submitted is true and correct.
- F. LAHSA reserves the right to request supporting documentation for any and all invoices submitted to LAHSA for payment.
- G. Expenditures made by Contractor in the operation of this Agreement shall be in strict compliance and conformity with the terms and conditions of this Agreement, unless prior written approval for an exception is obtained from LAHSA.
- H. Contractor shall manage funds provided in accordance with Generally Accepted Accounting Principles ("GAAP"). Contractor further agrees to abide by the terms of Exhibit X, LAHSA Contractor's Accounting Handbook which is located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1319-lahsa-contractor-s-accounting-handbook.pdf> and incorporated herein by reference.

10. SUPPORTING FINANCIAL DOCUMENTATION FOR MONTHLY INVOICES

- A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15<sup>th</sup>) calendar day following the end of the month in which the costs were incurred for expenses. No payment shall be disbursed without all the required supporting documentation. Contractor must submit the following documentation with its monthly invoice:
  - 1. Summary statement of revenue and expenditures for period invoiced;
  - 2. Any supplemental schedules necessary to support or reconcile the general ledger and cost allocations to amount being invoiced.
- B. Contractor shall maintain the following documentation that supports all costs being allocated to LAHSA. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these documents along with its monthly invoice:
  - 1. Records documenting procurement of goods or services;
  - 2. Contracts and invoices for goods and services;
  - 3. Lease or rental agreements;
  - 4. Invoices;
  - 5. Billing Statements;
  - 6. Cancelled checks;
  - 7. Time cards signed by employees and supervisor;
  - 8. Payroll registers;
  - 9. Payroll tax records;
  - 10. Bank statements; and
  - 11. Bank reconciliation.
- C. Contractor shall maintain personnel files that indicate or verify through personnel documentation that management has approved or authorized new hires, raises, transfers, and the allocation of an employee's time to be charged to various funding sources. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these personnel documents along with its monthly invoice.

11. ADVANCE PAYMENTS

Advance may be provided as specified in **Exhibit B, Project Budget, Appendix 1, Advance Payments.**

12. FINAL INVOICE

- A. In the event that Contractor borrows nonexpendable property (such as sleeping cots) from LAHSA, seven percent (7%) of the final invoice, excluding funds allocated to vouchers and case management, will be withheld. This money will be reimbursed to Contractor when Contractor has returned all borrowed nonexpendable property in satisfactory condition.
- B. Final payment shall be conditioned upon the return and inventorying of all nonexpendable properties, including sleeping cots loaned to Contractor by LAHSA. All nonexpendable properties shall be returned in a clean and useable condition. Any replacement of sleeping cots by LAHSA may be deducted from Contractor's final payment. Cots that are rendered unusable due to normal wear and tear shall also be returned to LAHSA.

13. CLOSE-OUT ACTIVITIES

- A. Contractor shall complete and submit to LAHSA a final closeout invoice and any non-expended funds within a period of no more than thirty (30) calendar days from the expiration date of the Agreement. This period will be referred to as the financial close-out period. LAHSA is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close-out period. After the expiration of the financial close-out period, those funds not paid to Contractor under this Agreement may be immediately reallocated by LAHSA. The Executive Director, or his/her designee, may request a final financial audit for activities performed under this Agreement at the expiration of the financial close-out period. LAHSA is not required to provide payments for any expenses or costs associated with this Agreement after the expiration of the financial close-out period.
- B. Subject to LAHSA's right to terminate this Agreement earlier as provided herein, Contractor shall, upon receipt of notice of termination:
  - 1. Immediately eliminate all new costs and expenses under this Agreement. In addition, the Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
  - 2. Promptly report to LAHSA in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

14. COST ALLOCATION PLAN

Contractor shall submit to LAHSA its cost allocation plan along with a complete budget. This Agreement shall not be executed prior to the submittal and approval by LAHSA of said cost allocation plan.

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15. BUDGET MODIFICATIONS

Contractor shall be allowed to submit requests for Project Budget modifications during the contract term in accordance with LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy, attached hereto as Exhibit HH and incorporated herein by reference. Further, LAHSA may, at its discretion, initiate or authorize a budget modification at any time during the term of this Agreement.

16. SOURCE OF FUNDS

The services provided under this Agreement are funded with State HEAP Funds and shall be used to provide the services detailed in Exhibit A, Statement of Work, of this Agreement.

17. CHANGES IN FUNDING ALLOCATION

- A. LAHSA reserves the right to revise this Agreement in order to take into account actions affecting the source of funding for this Agreement. In the event of Funder funding reduction for this Agreement, LAHSA may:
  - 1. reduce the Project Budget of this Agreement, as a whole or as to a cost category;
  - 2. limit the rate of Contractor's authority to commit and spend funds; or
  - 3. restrict Contractor's use of both uncommitted and unspent funds.
- B. In no event, however, shall any revisions made by LAHSA affect expenditures and legally binding commitments made by Contractor before it received written notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with cash withdrawal guidelines.
- C. LAHSA reserves the right to reduce the funding allocation when LAHSA's fiscal monitoring determines that Contractor's rate of expenditure will result in unspent funds at the end of the program year. Changes in the funding allocation will be made after consultation with Contractor. Such changes, if any, shall be made by written amendments to this Agreement.

18. WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or terminated if funds to LAHSA are suspended or terminated, or if Contractor refuses to accept additional conditions imposed on it by LAHSA. For the purposes of this Agreement, unearned payments refer to unspent funds arising from and or in connection with this Agreement at any given point in time.
- B. LAHSA has the authority to withhold funds under this Agreement pending its final determination of questioned expenditures or indebtedness to LAHSA arising from past or present agreements between LAHSA and Contractor. Upon final determination by LAHSA of disallowed expenditures or indebtedness, LAHSA may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. Payments to Contractor may be withheld by LAHSA if Contractor fails to comply with any of the provisions of this Agreement. LAHSA reserves the right to suspend or withhold all payments to Contractor if required reports or invoices are not provided to LAHSA on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

19. REVENUE DISCLOSURE REQUIREMENT

Upon request, Contractor shall provide LAHSA with a written statement listing all revenue received, or expected to be received, by Contractor from federal, state, County, City, private or LAHSA sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Contractor in operating the project funded herein. Such statement shall reflect the name, the dollar amount of funding provided, or to be provided, and the full name and address of each funder.

20. INSPECTIONS

Contractor agrees that representatives or designees from LAHSA and the County, State reserve the exclusive right to inspect and access Contractor's activities, facilities, operations, services and records at any time without prior notification to Contractor. However, all reasonable attempts will be made to notify Contractor.

Contractor shall immediately and fully cooperate during any review of evaluation process. LAHSA, the County, or their designee(s) may conduct Program progress reviews which will focus on the extent to which Contractor's Program has been implemented, measurable goals achieved, effectiveness of the Program management, and impact of the Program.

Contractor shall submit all records and data that are necessary to monitor Program accountability and progress in accordance with this Agreement to LAHSA and/or the County immediately upon request.

21. TRAINING

Contractor and/or its staff or subcontractors shall attend all orientations, training, and meetings convened by LAHSA.

22. PARTICIPATION IN THE LOS ANGELES CONTINUUM OF CARE HOMELESS MANAGEMENT SYSTEM (HMIS)

A. Contractor hereby certifies, by completing the certification contained in Exhibit R, that Contractor will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). Contractor shall participate by entering data directly into the Los Angeles CoC's HMIS system administered by LAHSA and adhere to all the implementation guidelines developed under the Los Angeles CoC's HMIS. "Participation" includes but is not limited to, the input of all programmatic and client data, the generation of all mandated quarterly and annual reports, and the use of any data monitoring tools or aggregate reports.

B. Contractor must attend mandatory HMIS training classes as part of the implementation process. Contractor must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.

C. Contractor may not provide any programmatic or client data by electronic data integration or migration from other existing software programs except for the LAHSA approved HMIS programs. Contractor must participate in the Los Angeles CoC HMIS through direct system input and report generation.

- D. For Contractor serving a population of clients in the Emergency Shelter, Transitional Housing, and Permanent Housing programs, Contractor must accurately and completely reflect the Program's bed utilization in HMIS throughout the reporting year. This ensures that data is usable for continuum wide reporting by the Los Angeles CoC's HMIS system to stakeholders and government entities.
- E. LAHSA shall rely upon and use its records from Los Angeles CoC's HMIS, and its on-site verifications as needed, to substantiate Contractor's performance. LAHSA may contact Contractor's staff, participants, subcontractors, or training institutions to verify the documentation supporting performance and compliance with this Agreement.
- F. LAHSA requires that all of Contractor's programmatic reports, including quarterly and annual performance reports, and any pertinent Program information be retrieved solely from Los Angeles CoC's HMIS. As a result, LAHSA shall not accept programmatic data not retrieved from Los Angeles CoC's HMIS.
- G. Los Angeles CoC's HMIS data quality must be monitored on a constant basis. LAHSA will provide support to assist Contractor in ensuring data is accurately input and reported. Contractor will be expected to utilize resources provided and confer with LAHSA support staff on at least a monthly basis.
- H. Failure to comply with any of these HMIS-related provisions shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension or Termination for Cause sections of this Agreement as determined by LAHSA.
- I. Contractors that serve primarily victims of domestic violence are generally exempt from these HMIS-related provisions unless otherwise notified.

23. INVENTORY AND POINT-IN-TIME TRAINING AND DATA REQUESTS

Contractor agrees to be knowledgeable about the Housing Inventory, Point-In-Time Count and Homeless Count needs of LAHSA and the Continuum's need to comply with HUD requirements.

In order to ensure that data is available for continuum-wide reporting, Contractor agrees to promptly respond to any and all data requests by LAHSA. To the extent possible, LAHSA agrees it will utilize information from HMIS. Contractor agrees to ensure HMIS data sets comply with HMIS data needs.

Requests by LAHSA may include, but are not limited to, Housing Inventory requests, Point-In-Time Count requests and Homeless Count requests. HUD requires information on all programs serving homeless regardless of the funding source.

24. INVOLUNTARY FAMILY SEPARATION

Contractors providing services, Emergency Shelter, Transitional Housing, and/or Permanent Housing to families with minor children shall not deny admission to any family based on the age of any minor child under the age of 18, unless otherwise exempt pursuant to Section 404 of the Homeless Emergency Assistance and Rapid Transition to Housing ("HEARTH") Act of 2009.

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25. PARTICIPANT TERMINATION AND GRIEVANCE POLICIES AND PROCEDURES

Contractors must maintain a written set of Grievance and Termination Policies and Procedures that comply with LAHSA requirements, as specified in **Exhibit W**, LAHSA Program Standards. Contractor must submit a copy of said policies and procedures as required by this Agreement. A copy of such policies and procedures is attached hereto as **Exhibit T**, Contractor's Grievance Policies and Procedures, and **Exhibit T** Contractor's Termination Policies and Procedures, and incorporated herein by reference.

26. NOTICES

All notices shall be served in writing. Notices to Contractor shall be sent to Contractor's representative at the following address:

**Thomas B. Modica, Acting City Manager  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, California 90802**

Notices, reports and statements to LAHSA shall be delivered or sent to the Executive Director or his/her designee at:

Heidi Marston, Executive Director  
Los Angeles Homeless Services Authority  
811 Wilshire Blvd., 6<sup>th</sup> Floor  
Los Angeles, California 90017

27. PROPERTY MAINTENANCE STANDARDS

Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in the LAHSA Facility Standards and LAHSA Program Standards, attached hereto and incorporated by such reference as **Exhibits FF and W**. All work must be performed in accordance with Federal, State and local housing and building codes, as applicable.

28. PROGRAM EVALUATION

A. Contractor shall make available for inspection, during the term of this Agreement and for a period of five (5) years thereafter, financial and all other records pertaining to performance of this Agreement to authorized LAHSA and/or State and/or County representatives. Contractor shall allow said representatives to inspect and monitor its facilities and Program operations, including the interview of Contractor staff and Program participants.

B. Program evaluation includes but is not limited to: a review of the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking system, grievance procedures and resolutions, and techniques developed by Contractor to serve the target population.

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29. CONTRACTOR'S RESPONSIBILITY TO MONITOR

A. Internal Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance with applicable Federal, State, County and LAHSA requirements. At minimum, Contractor shall review program performance, expenditure data, ADA and ADAA compliance, internal reports pertinent to the funded project(s), documentation on file relating to outreach efforts, client intake processing, eligibility verification, HMIS usage and integrity, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.
2. Contractor shall evaluate each Subcontractor's risk of noncompliance with the terms and conditions of the award for the purposes of determining the appropriate subcontractor monitoring. Factors to include in subcontractor risk may include: prior experience with the same or similar sub-award, results of previous audits and/or monitoring, and subcontractor personnel or system changes.
3. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours." and replace with: "If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall immediately (within 24 hours) submit a report to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.

B. Subcontractor Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project activities run by its subcontractors.
2. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from LAHSA.
3. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s), and follow up the implementation of corrective action by conducting an independent monitoring effort.
4. If a fiscal review of the subcontractor initiated by Contractor reveals evidence of disallowed costs, Contractor shall notify LAHSA in writing. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall immediately (within 24 hours) submit a report to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.
5. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain client feedback for continual improvement of project operations.

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30. LAHSA PROGRAM MONITORING

Representatives of LAHSA, County and/or State shall monitor Contractor's performance and conduct Program progress reviews at any time during the term of this Agreement. To the extent possible, said representatives shall provide ample written notice to Contractor for all announced visits, shall observe Client confidentiality rules, and shall have the right of access to all activities and facilities operated by Contractor under this Agreement.

Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of ongoing Program functions. Contractor will insure the cooperation of its staff and board members in such efforts.

Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed Program has been implemented, compliance with the terms and conditions set herein, measurable goals achieved, maintenance of the facility, adherence to LAHSA Facility Standards and Program Standards, and effectiveness of Program administration and management.

LAHSA may also provide capacity building to the extent feasible during the term of this Agreement to help improve programmatic and fiscal compliance.

31. LAHSA FISCAL MONITORING

A. The LAHSA or its authorized representatives, and/or the County and/or State reserve the right to dispatch auditors of its choosing to any site where any phase of the Program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of Contractor if such site or the activities performed thereon have any relationship to the Program funded herein. Said representatives shall provide ample written notice to Contractor for all announced visits.

B. Contractor shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's Program. A financial audit of Contractor's performance under this Agreement shall be conducted at LAHSA's discretion.

32. LAHSA MONITORING REPORTS

A. LAHSA shall issue a monitoring report following the fiscal and Program monitoring reviews. LAHSA may issue one report if it conducts a joint fiscal and Program review, or LAHSA may issue two distinct reports if it conducts a fiscal and Program review at different times during the Agreement period. The report shall state whether Contractor is in compliance or is not in compliance with the terms of this Agreement.

B. If the Contractor is not in compliance with this Agreement, the report shall specify the problems noted during the review. The report shall also:

1. Fully and correctly identify the finding.
2. Cite Program requirements or applicable regulations that have been violated.
3. Specify corrective actions that must be taken.

4. Include a deadline for responding to the monitoring letter and also for correcting each finding identified in the monitoring report.

C. In the event that Contractor does not comply with the corrective actions prescribed or that LAHSA determines that there are severe or continuing deficiencies that may place the performance of this Agreement in jeopardy, if not corrected, LAHSA shall report said deficiencies to Contractor's Board of Directors or other governing board. If improvement does not occur consistent with the corrective measure(s), LAHSA may terminate this Agreement, impose other sanctions such as not entering into other agreements with Contractor or terminating existing agreements with Contractor and/or impose remedies as specified in this Agreement.

33. AUDITS

A. In the event that Contractor spends an aggregate of seven hundred fifty thousand dollars (\$750,000.00) or more of federal funds in a fiscal year, Contractor shall have conducted within 9 months after the close of Contractor's fiscal year, an audit in accordance with 2 C.F.R. Part 200. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after the receipt of the final audit report.

B. In the event that Contractor spends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds in a fiscal year, Contractor shall have conducted within 9 months after the close of Contractor's fiscal year, a financial statement audit. Said audit shall be performed by an independent auditor. Contractor shall submit a copy of the audited financial statement to LAHSA no later than 15 days after the receipt of the final audited statement.

C. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the above subsections and other provisions of this Agreement.

34. AUDIT FINDINGS

A. Contractor agrees that in the event the Program established hereunder is subject to audit finding(s) by independent auditors, LAHSA, or appropriate local, state and federal audit agencies, it shall be responsible for complying with such finding(s). In the event that said findings have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s), as solely determined by LAHSA.

B. If indications of misappropriation or misapplication of the funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

C. In the event that a fiscal or special audit reveals that Contractor has received funds for questioned expenditures under this Agreement, LAHSA shall notify and provide Contractor the opportunity to justify said expenditures prior to making a final determination of disallowed costs.

D. Upon final determination of disallowed costs, if any, Contractor agrees to repay said costs to LAHSA within 60 calendar days after issuance of the final audit determination.

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35. RECORDS

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement, including any subcontract between Contractor and a third party. The retention period starts from the date of the submission of the final invoice and/or closeout report. Such records shall be retained within Los Angeles County for a period of five (5) years with the following qualifications:
1. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  2. Records for Nonexpendable Property acquired shall be retained for five (5) years after its final disposition.
  3. When records are transferred to or maintained by LAHSA or to the County of Los Angeles, the five (5) year retention requirement is not applicable to Contractor.
  4. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by LAHSA.
  5. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.
  6. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any subcontract.
  7. Contractor shall maintain the confidentiality of all records obtained from LAHSA under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.
  8. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- B. Contractor shall take all reasonable steps to dispose, or arrange for the disposal, of client records within its custody or control containing personal information when the records are no longer to be retained by the Contractor by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. Contractor shall ensure that these requirements are incorporated into all subcontractor agreements.

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36. PROPERTY

- A. Upon the expiration of this Agreement, Contractor shall transfer to LAHSA any unexpended Program funds on hand at the time of expiration and any accounts receivable attributable to the use of Program funds. Any utilization of funds derived from the sale or disposition of Nonexpendable Property must have prior approval of LAHSA and otherwise comply with all applicable laws and regulations. In case of contract termination, LAHSA reserves the right to determine the final disposition of said Nonexpendable Property acquired with Program funds, including funds derived therefrom. Said disposition may include taking possession of said Nonexpendable Property.
- B. Contractor shall, within 30 calendar days of the expiration of this Agreement, transmit to LAHSA any, and all, program income directly generated by funds provided by the Agreement. Program income is defined in 2 C.F.R. Section 200.80.
- C. All Nonexpendable Property purchased or leased pursuant to this Agreement shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Contractor. This inventory shall be provided to LAHSA upon request.
- D. Contractor may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from LAHSA, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by LAHSA, (c) a community related benefit is derived from such Contractor related acquisition, and (d) no conflict of interest for private gain accrues to Contractor or its employees, agents, or officers.

37. GENERAL INSURANCE REQUIREMENTS

- A. Without limiting Contractor's indemnification of LAHSA, County and the State and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LAHSA. Such coverage shall be provided and maintained at Contractor's own expense.
- B. Insurance Coverage
  - 1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA and County and their Agents as additional insureds, with limits of not less than:

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

- 2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, \$1 million for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LAHSA and County as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, then Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. Directors and Officers insurance covering Contractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.
6. Privacy/Network Security (Cyber) Liability. Insurance coverage providing protections against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems. No exclusion/restriction of unencrypted portable devices/media may be on the policy.
7. Crime Coverage. A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
8. Property Coverage. Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, County and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
9. Generally. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing this Agreement or any part of it.

C. Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to LAHSA shall be delivered prior to the commencement of services under this Agreement to:

Contracts Specialist  
Los Angeles Homeless Services Authority  
811 Wilshire Blvd., 6<sup>th</sup> Floor  
Los Angeles, California 90017

D. Prior to commencing services under this Agreement, such certificates or other evidence shall:

1. Specifically identify this Agreement;
2. Clearly evidence all coverage required in this Agreement;
3. Contain the express condition that LAHSA is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, and County, their Special Districts, officials, officers and employees as insured for all activities arising from this Agreement; and
5. Identify any deductibles or self-insured retentions for LAHSA's approval. LAHSA retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the LAHSA or require Contractor to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

E. Insurer Financial Ratings - Insurance is to be provided by an insurance company acceptable to LAHSA with an A.M. Best rating of not less than A: VII, unless otherwise approved by LAHSA in writing.

F. Failure to Maintain Coverage

1. Contractor's failure to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach upon which LAHSA may immediately terminate or suspend this Agreement.
2. LAHSA, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, LAHSA may purchase such required insurance coverage and without further notice to Contractor, LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance.

G. Notification of Incidents, Claims or Suits

Contractor shall report to LAHSA:

1. Any accident or incident relating to services performed under this Agreement which involves injury or Property damage which may result in the filing of a claim or lawsuit against Contractor and/or LAHSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.



2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement within 30 days of occurrence.
  3. Any injury to a Contractor employee which occurs on LAHSA property. This report shall be submitted on a LAHSA "Non-employee Injury Report" within 30 days of occurrence.
  4. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of LAHSA property, monies or securities entrusted to Contractor under the terms of this Agreement within 30 days of occurrence.
- H. Compensation for LAHSA Costs - In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LAHSA, Contractor shall pay full compensation for all costs incurred by LAHSA.
- I. Insurance Coverage Requirements for Subcontractors:
- Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
1. Providing evidence of insurance covering the activities of subcontractors, or
  2. Providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. LAHSA retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38. INSURANCE COVERAGE REQUIREMENTS

Contractor shall maintain insurance coverage as specified on **Exhibit S**, Insurance Requirements.

39. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless LAHSA, County and the State, and their Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, losses and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

40. INDEPENDENT CONTRACTOR

- A. This Agreement is by and between LAHSA and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. LAHSA, County and State shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- C. Contractor understands and agrees that all persons furnishing services to LAHSA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of LAHSA, County or the State. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation of all covered employees for the period prescribed by law.
- B. Contractor shall indemnify, defend and hold harmless, LAHSA, County the State, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the Contractor, LAHSA, County, the State or all three, in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

42. EQUAL ACCESS POLICY

- A. On August 25, 2017, the LAHSA Board of Commissioners adopted its policy on equal access in accordance with an individual's gender identity in the Los Angeles Continuum of Care. This policy, titled Equal Access and Gender Identity (EAGI), requires that contractors provide individuals experiencing homelessness welcoming, non-discriminatory environments, as stipulated in **Exhibit DD**.

During the performance of this Agreement, Contractor certifies and represents that Contractor will comply with the EAGI policy. As such, all LAHSA-contracted programs, shelters, other buildings and facilities, benefits, services and accommodations, regardless of funding source, ensure equal access to an individual in accordance with their gender identity as detailed in **Exhibit A**, Statement of Work.

Compliance with this policy may require revisions to intake, admission, and operational policies and procedures to reflect the above obligations as well as revisions to introductory trainings on these policies and procedures. Any revised policies and procedures should be made available to all participants.

- B. Failure of Contractor to comply with the EAGI policy will be deemed to be a material breach of this Agreement by LAHSA.
- C. If Contractor fails to comply with the EAGI policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach, including debarment.

- D. Failure to comply with the EAGI policy may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.

43. PUBLICITY

- A. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, LAHSA shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
  - 1. Contractor shall develop all publicity material in a professional manner; and
  - 2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of LAHSA or County without the prior written consent of LAHSA's Executive Director. LAHSA shall not unreasonably withhold written consent.
- B. Contractor may, without the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Agreement with LAHSA, provided that the requirements of this subsection shall apply.

44. RIGHTS IN DATA

Subject to the laws affecting confidentiality, LAHSA reserves the right to use, duplicate and disclose, in whole or in part, in any manner, for any of its purposes, and to authorize others on its behalf, to use any data which may be generated by Contractor or others from the Program.

45. SUBCONTRACTS

- A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of LAHSA. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of LAHSA shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. LAHSA's determination of whether to approve Contractor's request to subcontract shall be completely within the discretion of LAHSA.
- B. Subcontracts entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in this Agreement. LAHSA requires incorporation of the applicable provisions in written subcontracts, which will be made available to LAHSA as requested.
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
  - 3. Specifically provide proof, when applicable, of necessary qualifications, appropriate permits and/or business licenses.

4. Specifically provide the names and addresses of the parties to a subcontract, a full description of the exact scope of services to be performed or goods to be transferred or acquired, the length of time for performance of services to be rendered or for the goods to be transferred or acquired, and compensation for services rendered or good transferred or acquired.
- C. Contractor shall indemnify and hold LAHSA, County and the State harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractors' employees were Contractor employees.
- D. Contractor shall remain fully responsible for all performances including the obligation to properly supervise, coordinate, and perform all work required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding LAHSA's approval of the Contractor's proposed subcontract.
- E. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.
- F. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
- G. LAHSA's consent to subcontract shall not waive LAHSA's right to approve or disapprove of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this LAHSA right.
- H. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement. Contractor shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. LAHSA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.
- I. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.
- J. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or the County. Approval of the provisions of any subcontract by LAHSA shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by LAHSA be construed as affecting any increase in the amount provided for in the Agreement.

46. COMPETITIVE BID REQUIREMENTS

Procurement of goods and services shall be conducted as follows:

<p>Micro-purchases in the aggregate amount of \$10,000 or less</p>	<p>Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable. Manager authorizing purchase should exercise due diligence in ensuring price is reasonable. To the extent practicable, Contractor must distribute micro purchases equitably among qualified suppliers.</p>
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Small Purchases \$10,001 to \$250,000	Price or rate quotations must be obtained from a minimum of three (3) qualified sources.
Competitive Proposals over \$250,000	Formal RFB/RFP Process, as provided below. Contractor must perform a cost or price analysis in connection with every procurement action in excess of \$250,000 including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, must include independent estimates before receiving bids or proposals.

Procurement of services, supplies and fixed assets over \$250,000 require a competitive bid and solicitation process (e.g., through a Request for Bids ("RFB") process). Exceptions to this are instances of sole source Contractor as described in Section 45 and where the legislative body authorizing and providing funding designates a provider of services and supplies. This solicitation process shall be in accordance with the procurement herein by this reference. Contractor shall use the LAHSA Small/Informal Bids Form, which is located at the following internet hyperlink: <https://www.lahsa.org/documents?id=1321-form-1321-lahsa-informal-bids-form.pdf> and incorporated herein by reference.

47. NON-COMPETITIVE SOLE SOURCE BIDS

A. Non-Competitive Sole Source Contracts for supplies and services contracts may be accepted only when the award of a contract is not feasible or practical and is supported by written documentation for the rationale for such judgment. The only circumstances under which a contract may be awarded by non-competitive bids are:

1. The item or service is only available from a single source or is copyrighted or legally owned by that source; or
2. The item, supply or professional services required is so specialized or unique so as to make identification of appropriate competitive bidders extremely difficult or impossible to find; or
3. The needs of Contractor are urgent (but the urgency was not created by the actions or inactions of Contractor) and a formal RFB process would create significant hardship or jeopardy to Contractor;
4. An emergency exists that seriously threatens the public health, welfare or safety of staff or clients or immediately endangers property.

48. ASSIGNMENT AND DELEGATION

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of LAHSA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, LAHSA consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under the Agreement shall be deductible, at LAHSA's sole discretion, against the claims which Contractor may have against LAHSA.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring LAHSA's prior written consent in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LAHSA's prior written approval, shall constitute a material breach, which may result in the termination of this Agreement. In the event of such termination, LAHSA and the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

49. STAFF TRAVEL

Contractor shall not incur any expenditures for travel with funds provided under this Agreement outside of Los Angeles County without LAHSA's prior written approval.

50. LIMITATION OF CORPORATE ACTS

- A. Contractor shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying LAHSA in writing and receiving LAHSA's written approval.
- B. Contractor shall notify LAHSA within forty-eight (48) hours, in writing of any change in the Contractor's corporate name.

51. COMPLIANCE WITH LAWS

- A. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by this reference, including, but not limited, to the following: 1) County's Transitional Job Opportunities Preference Program; 2) Disabled Veterans Business Enterprise Preference Program; 3) Cost of Living Adjustments; 4) Cost of Living Adjustments; 5) Time Off for Voting; 6) Data Destruction; 7) LAHSA Responsibility & Debarment; 8) Compliance with Living Wage; 9) Federal, State and Local housing and building codes, as applicable; and the applicable provisions of the Federal Provisions – COVID-19, attached hereto as Exhibit JJ and incorporated herein by reference.
- B. Contractor shall maintain all licenses, approvals and permits required to perform the Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting such work, specifically those including, but not limited to, environmental protections, procurement, and safety laws, rules, regulations and ordinances. Contractor shall provide copies of permits and approvals to LAHSA upon request.

- C. Contractor shall indemnify and hold LAHSA, County and the State, its officers, employees, and agents harmless from any liability, loss, damages, costs or expenses resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination. Such damages, costs or expenses may include, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection, as determined by LAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection shall be conducted by Contractor and performed by counsel selected by LAHSA.
- D. Contractor shall comply with 2 CFR §200.113 by disclosing, in a timely manner and in writing to LAHSA, any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Contractor's compensation or performance under this Agreement. Contractor's failure to make the required disclosure may result in the sanctions described in 2 CFR §200.338, Remedies for Noncompliance, including Contractor's suspension or debarment (2 CFR part 180, 31 U.S.C. 3321).
- E. Drug-Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its Subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements on the Drug-free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- i) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
  - ii) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - 52.E.ii.01. The dangers of drug abuse in the workplace;
    - 52.E.ii.02. Contractor's policy of maintaining a drug-free workplace;
    - 52.E.ii.03. Any available counseling, rehabilitation, and employee assistance programs;
    - and,
    - 52.E.ii.04. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - iii) Provide, as required by Government Code sections (8355(a)(3), that every employee and/or subcontractor who works under this Agreement will receive a copy of Contractor's drug-free policy statement, and will agree to abide by terms of Contractor's condition of employment or subcontract.
- F. Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding recognizing the signs and symptoms of child abuse and neglect (For example, see <https://www.childwelfare.gov/pubpdfs/whatiscan.pdf> ). Contractor, and each subcontractor, shall report any known or suspected child abuse or neglect, as defined in California Penal Code § 11165 et seq. to the Los Angeles County Department of Children and Family Services Child Protection Hotline (800-540-4000). Contractor, and each subcontractor, shall inform LAHSA of any reports made to the Child Protection Hotline.

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52. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless LAHSA, the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which LAHSA or the County may be found jointly or solely liable.

53. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); to the extent that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, gender expression, transgender status, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit L, Contractor's Equal Employment Opportunity ("EEO") Certification, attached hereto and incorporated herein by such reference.

54. CONFIDENTIALITY

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in LAHSA's or County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by LAHSA or County, without LAHSA's prior written consent.

Contractor shall inform all of its directors, officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

C. Contractor shall sign and adhere to the provisions of Exhibit M, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to Exhibit M.

D. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit N, Contractor's Non-Employee Acknowledgement and Confidentiality Agreement.

E. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.



- F. Contractor agrees to notify LAHSA in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the relationship) containing Contractor's or LAHSA's Confidential Information related to this Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.
- G. Contractor shall indemnify, defend, and hold harmless LAHSA and the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection, as determined by LAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection shall be conducted by Contractor and performed by counsel selected by LAHSA.

55. CONFLICT OF INTEREST

- A. Contractor, its agents and employees shall comply with all applicable federal, state and local laws and regulations governing conflict of interest including, but not limited to 2 C.F.R. Part 200, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.
- B. No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- C. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve0month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve0month period prior to his or her leaving State service.
- D. Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.
- E. No LAHSA employee whose position with LAHSA enables such employee, to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in LAHSA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LAHSA's approval or ongoing evaluation of such work.

- F. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that do or may likely be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to LAHSA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Agreement.

56. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- B. Contractor shall certify to, and comply with, the provisions of **Exhibit L**, Contractor's Equal Employment Opportunity ("EEO") Certification. Contractor and/or its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation.

- E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Agreement.
- F. Contractor shall allow LAHSA, County and State representatives access to Contractor 's employment records during regular business hours to verify compliance with the provisions of this section when so requested by LAHSA.
- G. If LAHSA finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which LAHSA may determine to terminate this Agreement. While LAHSA reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LAHSA that the Contractor has violated the anti-discrimination provisions of this Agreement.
- H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, LAHSA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

57. NEPOTISM

- A. Contractor shall avoid hiring or permitting the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in any capacity by Contractor.
- B. For the purpose of this Section, the term "immediate family" means spouse, domestic partner, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.
- C. In the event that Contractor hires an immediate family member of an current staff member, Contractor must notify LAHSA within five (5) days of hire, or within five (5) days of the beginning of the term of this Agreement of existing immediate familial relationships, disclosing the employee's relationship and detailing the employee's position and services as they relate to this Agreement.
- D. LAHSA reserves the right to preclude Contractor from permitting an employee to perform services under this Agreement if the employee's immediate family member(s) is/are also employed by the Contractor.
- E. Contractor must ensure all immediate family member hires are properly screened and are supervised by staff not related to the family member.

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58. RELIGIOUS AND POLITICAL ACTIVITIES

Contractor agrees that funds provided under this Agreement shall be used exclusively for performance of the work required herein and that no funds made available under this Agreement shall be used to promote religious or political activities. Contractor agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement. Said activities include, but are not limited to, conducting prayers or exposing religious artifacts and/or documents at the shelter site. LAHSA shall avail itself of the remedies stated herein in the event Contractor does not adhere to this Section.

59. AMERICANS WITH DISABILITIES ACT

Contractor hereby certifies, by completing the certification contained in Exhibit F that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards ("UFAS"), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 ("FHA") and all implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS and the FHA and all subsequent amendments. This includes accommodations for disabled clients with mental impairments or those accompanied by designated service animals. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section.

60. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, Contractor shall comply with the requirements of all federal, state and local health and safety laws and environmental protection laws, including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4822-4846, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"), 42 U.S.C., §§ 4851-4856, the regulations at 24 C.F.R. Part 35 and 15 U.S.C. § 2681 ("Title IV-Lead Exposure Reduction") by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. Contractors leasing existing sites must assure LAHSA that an inspection for the presence of lead-based paint hazards has taken place. Contractors are precluded from leasing structures where lead-based paint exists and abatement has not taken place. Contractor is further prohibited from sheltering any adult or minor child in a structure where lead-based paint is known to exist.

61. ASBESTOS

When acquiring or leasing property pursuant to this Agreement, Contractor shall comply with the requirements of all federal, state and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), 40 C.F.R. § 763, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and nonfriable (Category II) asbestos. Contractors leasing existing sites must assure LAHSA that an inspection for the presence of asbestos has taken place. Contractors are precluded from leasing structures where asbestos exists and abatement has not taken place. Contractor is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

62. COUNTY LOBBYIST ORDINANCE

- A. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Chapter 2.160.010 retained by Contractor, shall fully comply with the requirements as set forth in said County Code. Contractor shall sign Exhibit H certifying that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of Contractor will comply with said County Code.
- B. Failure on the part of Contractor and/or County Lobbyist or County Lobbying firm to fully comply with the County Lobbyist requirements shall constitute a material breach of this Agreement upon which LAHSA may, in its sole discretion, immediately terminate or suspend this Agreement.

63. PUBLIC RECORDS ACT

- A. Any documents submitted by Contractor, all information obtained in connection with the LAHSA's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Agreement, as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of LAHSA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". LAHSA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- B. In the event the LAHSA and/or County 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 bid or proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify LAHSA and/or County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

64. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" subsection above, shall constitute default under this Agreement. Without limiting the rights and remedies available to LAHSA under any other provision of this Agreement, Contractor's failure to cure such default within ten (10) calendar days of notice shall be grounds upon which LAHSA may terminate this Agreement and/or report Contractor to County to pursue debarment pursuant to County Code Chapter 2.206.

65. WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

Contractor certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Agreement by any governmental department or agency. Contractor must notify LAHSA within 30 days if debarred, excluded or suspended by any governmental entity during the term of this Agreement.

66. CERTIFICATION REGARDING DEBARMENT

- A. A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

Contractor shall ensure that appropriate staff is available under all circumstances to fulfill the obligations outlined in **Exhibit A**, Statement of Work.

- B. Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if County acquires information concerning Contractor's performance on this or other contracts which indicates that the Contractor is not responsible, in addition to other remedies provided herein, County may debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. County may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or its representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. These terms shall also apply to subcontractors of County Contractors.

A registry of Debarred Contractors for Los Angeles County, state and federal agencies may be obtained by going to the following websites:

- i. County: [http://lacounty.info/doing\\_business/DebarmentList.html](http://lacounty.info/doing_business/DebarmentList.html)
- ii. State: <http://www.dir.ca.gov/dlse/debar.html>
- iii. Federal: <https://www.dol.gov/ofccp/reqs/compliance/preaward/debarlist.htm>

**67. SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS**

**A. SECURITY CLEARANCE OF ALL STAFF AND VOLUNTEERS**

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

**B. TUBERCULOSIS SCREENING OF ALL PROGRAM PARTICIPANTS AND STAFF**

1. Contractor hereby certifies that it will implement a standardized internal procedure for reducing the risk of tuberculosis (TB) transmission as follows and as more fully described in **Exhibit AA** of this Agreement, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1315-standardized-tuberculosis-guidelines.pdf> and incorporated herein by such reference. The internal procedure shall provide:
  - i. Screening for all employees and all volunteers in direct contact with Program Participants;
  - ii. Screening Program Participants for symptoms of infectious TB as specified in **Exhibit A**, Statement of Work and **Exhibit W**, LAHSA Program Standards;
2. Contractor shall provide, maintain proof, and keep confidential the TB screening of all staff, including those of its subcontractors and make these records available at any time LAHSA's requests them.
3. Contractor shall comply with LAHSA reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in Section 21 herein.
4. Contractor agrees that LAHSA may update **Exhibit AA** to the Agreement from time to time as necessary to reflect any up-dates or changes, Contractor shall accept renewals of such Exhibit through written confirmation without requiring a formal amendment to this Agreement.

68. PROGRAM CHANGES

- A. In the event that Contractor wishes to make significant changes to the approved Program under this Agreement, LAHSA written approval is required prior to any and all changes. Prior to providing any written approval, LAHSA shall consult with its funders to determine whether they agree with the changes to the approved Program. Any approved significant changes shall be in the form of a written amendment pursuant to Section 65 herein. Contractor shall request all significant changes in writing to LAHSA. Significant changes include, but are not limited to:
  - 68.A.i.1. A change in the recipient; or
  - 68.A.i.2. A change in the Program site, or
  - 68.A.i.3. Additions or deletions in the types of activities approved under this Agreement; and
  - 68.A.i.4. A change in the category of Program Participants to be served.

69. PROGRAM CLOSE-OUT

- A. In the event that Contractor does not continue to operate the Program funded herein, Contractor shall be responsible for the placement of participants currently enrolled in the Program into other forms of housing.
- B. Upon determination by LAHSA and Contractor that the Program will cease to operate, Contractor shall immediately stop accepting new participants into the Program and shall begin planning the transition of current participants into appropriate forms of housing. Contractor hereby agrees that it is responsible for placing participants enrolled in the Program into appropriate forms of housing.
- C. In the event that Contractor fails to place all participants into appropriate forms of housing prior to the close-out of the Program, Contractor understands that it will continue to house said participants at its own cost until such time as they are appropriately placed.



70. CHANGES AND AMENDMENTS OF TERMS

- A. The parties reserve the right to change, through negotiation, any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by LAHSA's Executive Director or his/her designee and the Contractor's Executive Director or his/her designee. Contractor shall provide LAHSA with the name(s) of said designee prior to execution of the Agreement.
  2. For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated Amendment to the Agreement shall be executed between LAHSA's Executive Director and Contractor's Executive Director.
  3. Any amendments to this Agreement must be in writing and shall be made only if executed by both Contractor and LAHSA. No oral conversation between any officer or agent, or employee of the parties shall modify any the terms or conditions of this Agreement.

71. TIME OF PERFORMANCE MODIFICATIONS

- A. Contractor must request an Amendment to the Agreement should it desire to change the time of performance. Contractor agrees that such modifications or extensions of time shall not change any other term or condition of this Agreement during the period of such modifications or extensions. To implement a modification or extension of time, an amendment to the Agreement shall be prepared and executed by LAHSA and Contractor. LAHSA's Executive Director may grant time of performance modifications when the modifications:
1. In aggregate do not exceed twelve (12) calendar months;
  2. Will not change the Program goals or scope of services;
  3. Are in the best interests of LAHSA and Contractor in performing the scope of services under this Agreement; and
  4. Do not alter the amount of compensation under this Agreement.

72. WAIVERS

No waiver of a breach of any provision of this Agreement by LAHSA will constitute a waiver of any other breach of said provision or any other provision of this Agreement. LAHSA's failure to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be valid or enforceable unless said waiver is in writing and approved by LAHSA.

73. BREACH

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty, or forfeiture, or be unjustly compensated.

74. DEFAULTS

A. Should Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified herein, as solely determined by LAHSA, LAHSA reserves the right to:

1. Reduce the total Program Budget;
2. Make changes in the scope of services of this Agreement;
3. Place Contractor on probation status and provide a corrective action plan in accordance with this Agreement;
4. Suspend Program operations in accordance with this Agreement; or
5. Terminate this Agreement.

B. Default for Non-Performance:

County may terminate the whole or any part of this Agreement if either of the following circumstances exists:

Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any, or Contractor fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

C. Default for Insolvency:

County may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following: Contractor's insolvency. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not, the filing of a voluntary petition in bankruptcy, the appointment of a Receiver or Trustee for Contractor, or the execution by Contractor of an assignment for the benefit of creditors.

D. Other Events of Default:

Determination by the County, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of state and/or federal laws thereon.

75. SANCTIONS

A. LAHSA may impose sanctions for failure to meet conditions specified in this Agreement, including performance. Sanctions will be approved by LAHSA's Executive Director. These sanctions shall include, but are not limited to:

1. Withholding funds until corrective actions are taken;
2. Disallowing costs for activities not in compliance with this Agreement; or
3. Termination of this Agreement for failure to perform.

76. PROBATION

- A. LAHSA may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice.
- B. Said notice shall set forth the specific reason(s) for probation, effective date of the probation, period of probation and period provided for corrective action.
- C. Within 5 working days, Contractor shall reply in writing acknowledging that it received the probation notice and understands the corrective actions prescribed. In the event that Contractor fails to take the corrective actions prescribed in the time frame provided, LAHSA may suspend this Agreement.
- D. LAHSA shall notify Contractor in writing of the release of the probation period.
- E. In the event that Contractor is placed on probation two (2) or more times during the term of this Agreement, the following may occur:
  - 1. Threshold failure in any future scoring for a Request For Proposal (RFP) or a Request for Qualification (RFQ), or any other solicitation document, released by LAHSA for a period of five (5) years starting from the effective date of probation.
  - 2. Suspension of this Agreement.
  - 3. Termination of this Agreement.

77. SUSPENSION

- A. LAHSA may, by giving written notice, suspend all or part of the Program operations for Contractor's to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance, effective date of suspension, period of suspension and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event that Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension period.
- E. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in compliance with this Agreement.
- F. Contractor shall not resume Program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.
- G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:
  - 1. Termination of this Agreement; or

2. Threshold failure in any future scoring for a RFP or a RFQ, or any other solicitation document, released by LAHSA for a period of five (5) years starting from the effective date of suspension.

3. Termination of this Agreement.

78. TERMINATION FOR CONVENIENCE

- A. During the term of this Agreement, no less than 10 days prior written notice, LAHSA may terminate this Agreement for any reason at all, when such action is deemed by LAHSA, in its sole discretion, to be in LAHSA's best interest. LAHSA's Executive Director, or his/her designee, is hereby authorized to give said notice on LAHSA's behalf, subject to ratification by the LAHSA Board of Commissioners, if necessary. In the event that LAHSA terminates this Agreement for convenience, Contractor shall be entitled to a prorated portion paid for all satisfactory work.
- B. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

79. TERMINATION FOR CAUSE

- A. LAHSA may terminate this Agreement upon written notice to Contractor for just cause (failure to perform satisfactorily), as solely determined by LAHSA, with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The Executive Director, or his/her designee, is hereby authorized to give said notice on LAHSA's behalf, subject to ratification by the LAHSA Board of Commissioners.
- B. Should Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- C. Should Contractor neglect, or inadequately respond or refuse to provide a means for satisfactory compliance with this Agreement and with the corrective actions provided by LAHSA within the time specified in such notice or report, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding for the contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.
- E. This Agreement may also be terminated or suspended in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, and health code violations.

80. TERMINATION PROCEDURES

- A. All property, documents, data, studies, reports and records purchased or prepared by Contractor under this Agreement shall be disposed of according to federal directives, including, but not limited to, those specified in 24 C.F.R. Part 87.

- B. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.
- C. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in Contractor's satisfactory performance of this Agreement.
- D. LAHSA may withhold any payments due to Contractor until such time as the exact amount of damages due to LAHSA from Contractor is determined.
- E. The foregoing subsections A through D shall also apply to agreements terminating upon date specified in Section 6 herein.

81. EFFECT OF TERMINATION

- A. In the event that LAHSA terminates this Agreement, Contractor may not be eligible, at LAHSA's sole discretion, for funding under any RFP or RFQ, or any other solicitation document, released by LAHSA for a period of 5 years starting from the effective date of termination.
- B. In the event that Contractor terminates this Agreement without prior written approval of LAHSA, Contractor shall not be eligible for funding under any RFSQ, RFP or RFQ released by LAHSA for a period of three (3) years starting from the effective date of termination.

82. NOTICES OF SUSPENSION AND TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and Program Participants and shall notify in writing all other parties contracted under this Agreement within 5 working days.

83. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

- A. Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.
- B. Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is LAHSA's policy to encourage all LAHSA Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- C. Contractor agrees to abide by the terms of the Safely Surrendered Baby Law, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1407-safely-surrender-baby-law-brochure-english.pdf> and <https://www.lahsa.org/documents?id=1408-safely-surrender-baby-law-brochure-spanish.pdf>, attached hereto and incorporated herein by such reference as Exhibit Z.

84. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached hereto as Exhibit O.

- B. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- C. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor, such as LAHSA, and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for LAHSA under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- D. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify LAHSA if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. LAHSA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LAHSA's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- E. Contractor's violation of this Section may constitute a material breach of the Agreement. In the event of a material breach, LAHSA may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future LAHSA contracts for a period of time consistent with the seriousness of the breach.

85. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, to the degree permitted by Contractor's current employment policies, regulations, local laws and agreement with its collective bargaining units, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County, through LAHSA, will refer GAIN/GROW participants by job category to the Contractor.

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86. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

To the degree permitted by Contractor's current employment policies, regulations, local laws and agreement with its collective bargaining units, if Contractor requires additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

87. CONTRACTOR'S WARRANTY OF ADHERENCE TO CHILD SUPPORT COMPLIANCE ACT COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

A. For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- i. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure or information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) or Part 5 of Division 9 or the Family Code; and
- ii. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

C. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

D. Contractor's failure to maintain compliance with the requirements set forth above shall constitute default under this Agreement. Without limiting the rights and remedies available LAHSA under any other provision of this Agreement, Contractor's failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which LAHSA may terminate this Agreement.

88. EQUAL BENEFITS ORDINANCE

On March 21, 2001, LAHSA Board of Commissioners adopted the City of Los Angeles Equal Benefits Ordinance ("EBO") as its own policy and required that each Contractor comply with the EBO unless otherwise exempted in accordance with the provisions of the EBO, Section 10.8.2.1 of the Los Angeles Administrative Code. It is LAHSA's policy that this Agreement is subject to the provisions of the EBO, as amended from time to time.

- A. During the performance of the Agreement, Contractor certifies, by completing the certification contained in **Exhibit K**, attached hereto and incorporated by such reference, and represents that Contractor will comply with the EBO. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of the Agreement, Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ EBO may be obtained from the Department of Public Works, Bureau of the Contract Administrator, Office of Contract Compliance Section at (213) 847-2631”.

- B. Contractor's failure to comply with the EBO will be deemed by LAHSA to be a material breach of the Agreement.
- C. If Contractor fails to comply with the EBO, LAHSA may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, LAHSA may terminate this Agreement. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance

89. VIOLENCE AGAINST WOMEN ACT

On January 26, 2018, LAHSA's Board of Commissioners approved the addition of the "Housing Protections Under the Violence Against Women Act in the Los Angeles CoC" ("LAHSA's VAWA Policy") into all contracts between LAHSA and its Contractors. LAHSA's VAWA Policy requires that, pursuant to 2016 HUD's Final Rule on VAWA, its contractors comply with all provisions of the Violence Against Women Act of 2013. LAHSA's VAWA Policy additionally expands protections in the Violence Against Women Act of 2013. **Exhibit EE**, LAHSA's VAWA Policy, is attached hereto and incorporated herein by such reference.

Failure of Contractor to comply with the LAHSA's VAWA Policy will be deemed to be a material breach of this Agreement by LAHSA.

If Contractor fails to comply with LAHSA's VAWA Policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach, including debarment.

Failure to comply with the LAHSA's VAWA policy may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.



90. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, located at the following internet hyperlink, <https://documents.lahsa.org/programs/contracts/2015/ExhibitV-Notice.pdf> and attached hereto and incorporated herein by reference as **Exhibit Y**.

91. DATA ENCRYPTION

Contractor and Subcontractors that electronically transmit or store personal information (PI), 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).

A. Stored Data

Contractor' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) 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) COUNTY PI, PHI and/or MI 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

LAHSA must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor 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 the Agreement. Failure on the part of the Contractor to comply with any of the provisions of this Section 88 (Data Encryption) shall constitute a material breach of this Agreement upon which LAHSA may terminate or suspend this Agreement. **Exhibit CC**.

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92. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, LAHSA shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. LAHSA will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement. **Exhibit BB.**

93. TERMINATION FOR IMPROPER CONSIDERATION

- A. LAHSA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any LAHSA or County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- B. Contractor shall immediately report any attempt by a LAHSA, or County officer or employee to solicit such improper consideration. The report shall be made to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

94. LOCAL SMALL BUSINESS ENTERPRISE ("SBE") PREFERENCE PROGRAM

- A. This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to LAHSA or County officials or employees for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
  - 1. Pay to LAHSA any difference between the Agreement amount and what the LAHSA's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Agreement; and
3. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting an Agreement award.

95. PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against LAHSA or the County or their official representatives.

96. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

97. INTEGRATED AGREEMENT

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

98. REPORTING

- A. Contractor shall maintain documentation on file for the purposes of reporting and verifying data and information on performance and outcomes for funded activities in a manner, and in such detail, that is consistent with the Statement of Work and document retention standards.
- B. Contractor is responsible for the quality of all performance data and is required to review performance data periodically, whether collected through HMIS or other means, to ensure accuracy.
- C. Contractor shall, after careful review of a report, submit to LAHSA a certification that the information contained in a report is correct to the best of Contractor's knowledge and documentation.
- D. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by the Statement of Work. These requirements may include, but are not limited to:

1. Reports Format Type:

- i. **HMIS and Manual** reports are standardized forms to align with and measure data points captured in HMIS to correspond to contractual performance targets in the Statement of Work. Manual reports are collected when a provider cannot use HMIS (e.g. population served prevents participation).
- ii. **Narrative** reports are required for specific, special, new, or pilot projects. They may be required in addition to or instead of HMIS and Manual reports. The form and format is provided to Contractor by LAHSA.

2. Report Frequency sets how often a report is due to LAHSA.
  3. Certification/submission due date will set the day Contractor is required to submit either a report or certification of a report to LAHSA, in accordance with report type and frequency. If the day falls on a weekend or holiday recognized by LAHSA, the report will always be due on the following business day.
- E. In the event Contractor does not submit or is delinquent in submitting a report or certification of a report, Contractor will be considered delinquent. LAHSA may take remedial action for the delinquencies. Remedial action includes suspension of any and all payments to Contractor until all required reports have been submitted by Contractor and approved by LAHSA.
- F. Due date extensions may be requested by Contractor in extraordinary circumstances. To be considered, extensions must be submitted by management staff from Contractor and approved by LAHSA in writing.

99. RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the Program.

100. QUALITY ASSURANCE

LAHSA or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and conditions and performance standards. Contractor's deficiencies which LAHSA determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to LAHSA's Board of Commissioners. The report will include improvement/corrective action measures taken by LAHSA and Contractor. If improvement does not occur consistent with the corrective action measures, LAHSA may terminate this Agreement or impose other penalties as specified in this Agreement.

101. CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in **Exhibit Q**, attached hereto and incorporated herein by reference, County and LAHSA seek to ensure that all Contractors, which receive or raise charitable contributions, comply with the California law in order to protect the County and its taxpayers. A Contractor, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

102. PROPRIETARY RIGHTS

- A. LAHSA and Contractor agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of LAHSA, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Agreement, LAHSA shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- B. Notwithstanding any other provision of this Agreement, LAHSA and Contractor agree that LAHSA shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Agreement, LAHSA shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- C. Any materials, data and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- D. LAHSA will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in subsection C; County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- E. Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under subsection C. for:
1. Any material, data and information not plainly and prominently marked with restrictive legends as set forth in subsection C;
  2. Any materials, data and information covered under subsection B; and
  3. Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- F. Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- G. Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- H. The provisions of subsections E through G shall survive the expiration or termination of this Agreement.

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103. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Inadvertent Access

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify LAHSA that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless LAHSA, and County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

104. NOTICE REGARDING THE OBLIGATION TO REPORT TO THE FRAUD HOTLINE

- A. Contractor shall notify and provide to its employees and program participants and shall require each subcontractor to notify and provide to its employees and program participants, a Fraud Hotline Fact Sheet, attached hereto and incorporated herein by such reference as **Exhibit HH** encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients.
- B. Contractor acknowledges that LAHSA places a high priority on the appropriate administration of public funds. Contractor understands that it is LAHSA's policy to require all LAHSA Contractors to post the County's "FRAUD HOTLINE" poster, attached hereto and incorporated herein by such reference as **Exhibit II**, in a prominent position at Contractor's place of business. Contractor will also require its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- C. Contractor acknowledges that it is aware of the following provisions:
  1. Solicitation of Consideration. It is improper for any LAHSA officer, employee or agent to solicit consideration in any form from a contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor or that Contractor's failure to provide such consideration may negatively affect LAHSA's consideration of the Agreement.
  2. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a LAHSA officer, employee or agent who has any involvement in the procurement and/or oversight of this Agreement.
  3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

4. The Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit improper consideration or commit fraud, waste or abuse of funds. The report shall be made to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.

D. A violation of one of these provisions shall constitute a breach of contract and LAHSA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of any other default by the Contractor.

105. GOVERNING LAW AND VENUE

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

106. AGREEMENT

This Agreement consists of this document and Exhibits A through JJ, which are attached hereto and incorporated herein by reference and which together constitute the entire understanding and agreement of the Parties.

107. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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108. AUTHORIZATION WARRANTY

Contractor represents and warrants that the signatory to this Agreement is fully authorized, pursuant to Exhibit C, Authorization to Execute Agreements, to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

IN WITNESS WHEREOF, LAHSA and Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL, MARY WICKHAM

Form Agreement Was Submitted and Approved as To Form on March 31, 2020. Documentation on File with LAHSA.

For: Los Angeles Homeless Services Authority

By: Heidi Marston  
Heidi Marston (Sep 2, 2020 14:36 PDT)  
Print Name: Heidi Marston  
Title: Interim Executive Director

Executed this day Sep 2, 2020

For: City of Long Beach

Internal Revenue Service ID Number:  
95-6000733

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Affix Contractor's  
Corporate Seal. In the  
absence of a corporate  
seal a notary attestation  
of your signature must  
be provided

By: Thomas B. Modica  
Name: Thomas B. Modica  
Title: Acting City Manager

Executed this day 8-28-20

APPROVED AS TO FORM

Aug. 28, 20 20  
CHARLES PARKIN, City Attorney  
By: Arturo D. Sanchez  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

Said Agreement shall be referenced as 2020CBH105 of LAHSA Contracts.



**Exhibit A  
Statement of Work  
Part 1 - Program Profile**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

# Los Angeles Homeless Services Authority Program Profile



## Basic Information

Contract Number:	2020CBH105	Contract Term:	Jul 1, 2020	to	Jun 30, 2022	FOR LAHSA USE ONLY	Completed By:	RJ	Date Completed:	7/16/20
Program ID		Program Term:	Jul 1, 2020	to	Jun 30, 2022					
Procurement Title:	CoC HEAP									
Agency Name:	City of Long Beach									
Project Name:	Long Beach Year Round Shelter									

- Funded Program Components & Applicable Scope (s) of Required Services**
- Access Center (SSO)  Bridge Housing (ES)  Crisis Housing (ES)  Family Solutions Center (SSO)  Housing Location (SSO)
  - Housing Navigation (SSO)  Legal Services (SSO)  Outreach (SSO)  Outreach Coordination  Prevention & Diversion (HF)
  - Permanent Supportive Housing (PSH)  Rapid Rehousing (RRH)  Regional Coordination  Representative Payee (SSO)
  - Supportive Services Only (SSO)  Transitional Housing (TH)  Youth-Family Reconnection (SSO)  Winter Shelter
  - Problem Solving  Safe Parking  Host Homes  Other
  - Peer Navigation  Navigation Center  Operation Healthy Streets

Contact Type	Name	Title	Email Address	Phone Number
Program Contact	Paul Duncan	Homeless Services Officer	Paul.Duncan@longbeach.gov	562.570.4581
HMIS Contact	Michelle Mel-Duch	Homeless Services Administrative C	Michelle.Mel-Duch@longbeach.gov	562.570.4045
Fiscal Contact	Nerissa Mojica	Financial Services Officer	Nerissa.Mojica@longbeach.gov	562.570.4088
Outcomes/Reporting Co	See Below			

**SPECIAL CONDITIONS AND/OR ISSUES (FOR LAHSA USE ONLY):** For programs serving Veterans or Chronically Homeless households, please notate below

- Program Guidance     
  Technical Assistance Required     
  90 Day Contract Requirement     
  120 Day Contract Requirement

The Outcomes/Reporting Contact will be the newly hired Homeless Services Officer who start in August. City of Long Beach will provide the information once he is onboard.

# Los Angeles Homeless Services Authority Program Profile



**Project Site Information**  This program uses Motel Vouchers (Crisis Housing for Families Only)  All sites below have a completed inspection

Prime or Sub	Agency	Program Name	Program Component	Target Population A	Target Population B	HMIS Required Check if Yes	Address	City	Zip Code	<input checked="" type="checkbox"/> Beds <input type="checkbox"/> Units	Contracted to serve
Primary	City of Long Beach	Long Beach Year Round Shelter	Crisis Housing (ES)	SMF-Single Males at		<input type="checkbox"/>	2525 Grand Ave	Long Beach	90815	40	N/A
						<input type="checkbox"/>					
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<b>Totals:</b>										40	N/A

# Los Angeles Homeless Services Authority Program Profile



## Basic Information

Contract Number:	2020CBH105	Contract Term:	Jul 1, 2020	to	Jun 30, 2022	FOR LAHSA USE ONLY	Completed By:	RJ	Date Completed:	7/16/20
Program ID		Program Term:	Jul 1, 2020	to	Jun 30, 2022					
Procurement Title:	CoC HEAP									
Agency Name:	City of Long Beach									
Project Name:	Long Beach Year Round Shelter									

- Funded Program Components & Applicable Scope (s) of Required Services**
- Access Center (SSO)  Bridge Housing (ES)  Crisis Housing (ES)  Family Solutions Center (SSO)  Housing Location (SSO)
  - Housing Navigation (SSO)  Legal Services (SSO)  Outreach (SSO)  Outreach Coordination  Prevention & Diversion (HI)
  - Permanent Supportive Housing (PSH)  Rapid Rehousing (RRH)  Regional Coordination  Representative Payee (SSO)
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- Program Guidance     
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# Los Angeles Homeless Services Authority Program Profile



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<b>Totals:</b>										60	N/A

**Exhibit A (continued)  
Statement of Work  
Part 2 - Scope of Required Services (SRS)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



## 2020-2021 Crisis Housing Program for All Populations Scope of Required Services (SRS)

This Scope of Required Services (SRS) for the Crisis Housing program contains a written summary of, and links to, detailed information regarding the services that must be provided to eligible participants experiencing homelessness receiving Crisis Housing services. This SRS and the documents that are linked hereto, in combination with the Program Standards (contained in a separate document), the Program Profile and Performance Targets, together, comprise the entire Statement of Work for Crisis Housing. LAHSA reserves the right to make any necessary changes related to prioritization, matching, and other aspects of the implementation of the complete CES. Contractors will be notified through policies, interim guidance, and other forms of guidance when deemed necessary.

### CRISIS HOUSING OVERVIEW

Crisis Housing provides a safe, Low-barrier, Housing First, Housing-Focused, and supportive twenty-four (24) hour residence to persons/households experiencing homelessness, while they are being quickly assessed and connected to a broad range of housing resources. Crisis Housing programs must work in collaboration with LAHSA and the Coordinated Entry System (CES) in Los Angeles County. Crisis Housing should fit seamlessly with the other CES Program components.

### DEFINITION

1. **Crisis Housing**: Crisis Housing is a short term, twenty-four (24) hour emergency shelter for persons experiencing homelessness. The intention of this emergency housing is to provide participants with a safe place to reside while they are quickly assessed and connected to more permanent and supportive housing resources. Resource referral and case management are available to all participants as the primary interventions. Beds are provided on a first-come, first-served basis (**Please see Family eligibility for additional information**).
2. **Family Definition**: The LAHSA definition of family includes 2-parent and 1-parent families, including those with same sex partners, families with intergenerational or extended family members, unmarried couples with children, families that contain adults who are not the biological parents of the children, a pregnant woman and other family configurations, such as qualified dependents.
3. **Qualified Dependents**: An individual over the age of 18 who is: (a) Incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon the parent or guardian for support and maintenance.
4. **Los Angeles Continuum of Care Homeless Management Information System (LA CoC HMIS)**: HMIS is a HUD-mandated information technology system that is designed to capture participant-level information over time, on the characteristics and service needs of homeless persons. Participant data is maintained on a central server, which will contain all participant information in an encrypted state. HMIS integrates data from all homeless service providers and organizations in the community and captures basic descriptive information on every person/household served. Participation in LA-CoC HMIS allows organizations to share information with other Participating Organizations to create a more coordinated and effective delivery system.
5. All programs operating in the LA-CoC CES system must operate with a Housing First, Harm Reduction, Low Barrier, and Trauma-Informed Care approach. **Please see LAHSA Program Standards for more detailed definition of these terms.**

## ELIGIBILITY FOR SERVICES

6. **Homeless Status:** Participants/ Households must be determined to be homeless Categories 1 & 4 according to HUD's Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578). Please see Appendix I and II for detailed description of eligibility for Crisis Housing.
  - 6.1 Contractors will be responsible for documenting the determination of the participant's homelessness status utilizing the LAHSA Approved LA-CoC Homeless Certification Form.
  - 6.2 Contractor will be responsible for obtaining the LA-CoC Homeless Certification Form from any referring agency or proof of institutional stay.
    - 6.2.1 All documentation is required to be placed inside the participant's master file and uploaded onto the participants HMIS profile.
  - 6.3 Contractor must document the participant's homelessness status in the Homeless Management Information System (HMIS).

## CES SURVEY

7. **CES Survey:** Participants must have a CES Survey result in HMIS or on file if serving Domestic Violence participants/households. Contractor must utilize the population-appropriate LA County CES Survey to determine eligibility for, and connection to, appropriate housing interventions. Before completing the population-appropriate survey, Contractor must check participant's CES record in the Homeless Management Information System (HMIS) for a previous result. If there is no record of an existing CES survey result in HMIS, Contractor must complete the appropriate and most recent version of the CES Survey. If the participant has a previous CES survey result in HMIS, an additional survey should not be administered unless the staff believe the result does not reflect the participant's acuity. Please see LAHSA Interim Guidance document "Interim Guidance: Updating and Correcting Population - Appropriate CES Triage Tool Scores," found in the LAHSA document library.
  - 7.1 LA County CES-approved triage tools include:
    - 7.1.1 CES Survey for Adults
    - 7.1.2 CES Survey for Youth
    - 7.1.3 CES Survey for Families with Children
  - 7.2 The CES survey must be administered (whether in an office setting or in the field), by staff who have completed training required by the LAC-CoC.
  - 7.3 The CES survey must be administered in a place that allows the participant needed privacy for answering the questions.

## FAMILY ELIGIBILITY REQUIREMENTS

8. Families receiving assistance funded through the County DPSS CalWORKs must have their eligibility to receive DPSS funded homeless benefits and services verified by the DPSS Homeless Case Manager (HCM) prior to the issuance of any benefits and services. The FSC is responsible for providing Contractor with verification of a family's eligibility to receive Crisis Housing benefits through this contract.



## POPULATION

9. **Population served:** Please see **Appendices** for detailed description of eligibility and/or specialized population being served under a Crisis Housing Program. Unaccompanied Minors are not eligible for enrollment or services in programs that serve Single Adults. An exemption exists for unaccompanied minors who are legally emancipated.
10. Participants must not need hospital or skilled nursing care. Participants must be able to manage Activities of Daily Living (i.e. ability to transfer in and out of a bed, bathe, dress, and address hygiene needs) independently.
11. Contractors must **NOT** screen out participants or deny referrals based on any of the following criteria:
  - 11.1. Past program participation or previous stay at Contractor facilities;
  - 11.2. Lack of tuberculous test (TB) result;
  - 11.3. Lack of Service Animal/Emotional Support Animal (ESA) documentation;
  - 11.4. Lack of sobriety;
  - 11.5. Lack of income or employment status;
  - 11.6. Lack of identification documentation;
  - 11.7. The presence of mental health issues, disabilities, or other psychosocial challenges;
  - 11.8. Lack of a commitment to participate in treatment;
  - 11.9. Criminal background;
  - 11.10. Presence of or number of evictions;
  - 11.11. Any other criteria thought to predict challenges/barriers to long-term housing stability or generally considered "difficult to work with."

## CES PARTICIPATION

12. **CES Participation:** Crisis Housing Programs are an integral part of the Coordinated Entry System (CES) which was created to ensure consistent approaches for access to, and delivery of, services in Los Angeles County. Therefore, Crisis Housing Programs must work in collaboration with the CES. Crisis Housing should fit seamlessly with the other program components including: Outreach, Housing Navigation, Access Centers, Drop-In Centers and Day Shelters, Transitional Housing, Rapid Re-Housing, and/or Permanent Supportive Housing.

## SUPPORTIVE SERVICES AND ACTIVITIES

13. Contractors providing Crisis Housing services and assistance must provide those services specifically needed by, and requested by, each participant. Crisis Housing services are provided either directly by Contractor or through subcontracted services arrangements. Each participant must be individually assessed for the types of services needed. The services that can be provided are listed below but are not limited to this list.
14. **Direct Support Services:** Contractors providing Crisis Housing are funded for and **Must** provide the following services directly to participants in the program:
  - 14.1. Twenty-four (24) hour bed availability
  - 14.2. Intake and Assessment
  - 14.3. Case Management
  - 14.4. Residential Supervision
  - 14.5. Crisis Intervention & Conflict Resolution
  - 14.6. Security
  - 14.7. Meals
  - 14.8. Restrooms & Showers

15. **Problem Solving (aka- Diversion):** The first conversation upon entry should be to assess for the possibility of diversion so as to assist the person/ household self-resolve their housing Crisis and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant, rather than reside in the Crisis Housing. If resources are needed to successfully divert a person from entry into the homelessness system, a referral must immediately be made to a Problem Solving/Prevention program. In order to identify other permanent housing options, Contractor should continue to have Problem Solving conversations with the participant while residing in Crisis Housing. Please see **Problem Solving Scope of Required Services** located in the LAHSA document library for further guidance.
16. **Program Intake:** Contractor must allow for intake of new participants at least five (5) days a week during regular business hours and as long as beds are available.
  - 16.1 Contractors are asked to provide intake to participants during extended hours (such as weekends and evenings) within their capacity to do so.
  - 16.2 Contractor must submit intake hours and intake contact information to LAHSA for review and publishing on LAHSA's website and other documents.
  - 16.3 Contractor must allow for in and out access of the shelter between 6:00 AM and 8:00 PM and accommodate access for anyone who may have employment or other important scheduling needs outside of those designated hours.
  - 16.4 Contractor must complete the HMIS program intake for all participants at the same time the participant is enrolled in the program.
  - 16.5 Bed/unit assignment/bed attendance must be tracked in HMIS **and entered into HMIS at the time** that the participant is assigned a bed/unit and enrolled in the program.
  - 16.6 Family programs - the bed or motel voucher service must be recorded in HMIS; where applicable, these services must accurately reflect the funding stream the provider is utilizing (e.g. WtW, non-WtW, etc.)
  - 16.7 Contractor must **NOT** permanently "ban" participants from re-entering the Crisis Housing program, regardless of reason for participant's exit or termination from previous enrollments in Contractor's programs.
  - 16.8 Contractor must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.
17. **Program Intake (Family Specific):** Contractor must allow for intake of new participants without being referred by an FSC, Contractor must conduct screening an enrollment into the CES for Families system at least five (5) days a week during regular business hours and as long as units are available. A referral must be made to the FSC within twenty-four (24) hours.

#### **CASE MANAGEMENT**

18. **Case Management and Support Services:** Housing-Focused Case Management Services are provided by Crisis Housing staff to assist participants in moving forward in accessing permanent housing through referrals to housing programs (such as RRH, Permanent Supportive Housing, affordable housing, etc.). The primary objective of Housing-Focused Case Management/Support Services is to extend support to participants through an individualized case management relationship, that will ultimately translate to increased housing stability. This includes but is not limited to: support with completing housing applications, accompanying the participant to housing appointments and/or leasing appointments, and other support associated with the housing placement process.

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- 18.1 Contractor must provide Housing-Focused Case Management that is offered in accordance with Housing First and Trauma Informed Care principles, to assist the participant either to self-resolve their housing crisis and/or be connected/ provided with permanent housing resources.
- 18.2 Contractor must document the content and outcome of case management meetings with participants in HMIS case notes and track as a service in HMIS.
- 19. **Case Management Ratio:** Contractors are recommended to maintain a ratio of approximately one (1) Staff to every twenty-five (25) participants for optimal service delivery.
  - 19.1 Caseloads should be determined through consultation between line and supervisory staff while examining the level of acuity/need, the amount of contact that is needed to successfully engage the household, and the length of time needed to meet participants where they reside.

#### HOUSING AND SERVICES PLAN

- 20. **Housing and Services Plan:** Following intake and assessment, Case Managers must develop a Housing and Services Plan in coordination with the participant.
  - 20.1 The **Housing and Services Plan** will be the road map of services that are needed and to be provided, actions that need to be taken (by both staff and the participant), and referrals that need to be made. Housing Plans summarize the participant's goals, and immediate action steps towards achieving such goals. The Plans are updated as the person's situation changes, and steps are completed or revised accordingly. Persons in Crisis may experience varying levels of stress, which has potential to impact their ability to make or carry out plans, control emotions, or recall information. They may agree to the goals but be unable to carry them out. Accordingly, Crisis Housing programs must make attempts to create plans which minimize extraneous, inordinate, or superfluous action steps, including requiring participants to rapidly acquire new knowledge or skills, or make significant or simultaneous changes, in order to obtain permanent housing placement. Progress and challenges implementing the plan should be reviewed and updated frequently.
  - 20.2 The Housing and Services Plan must be considered the participant's plan and should be signed by the participant as it is developed and updated. Case Manager and Supervisor must also sign the Housing and Services Plan.
  - 20.3 The Housing and Services Plan must be tracked in HMIS along with the date of completion.
  - 20.4 **Monthly Update:** Case Managers must complete a Monthly Update, using the LAHSA approved Monthly Update Form, with the participant to assess progress towards achieving the goals defined in the Housing and Services Plan. Monthly Update forms must be signed by the participant and Case Manager. Monthly Update Forms must be placed in the participant's master file. Contractor must document monthly updates in a HMIS Case note.
  - 20.5 Contractors must track all services provided to participants in HMIS with the goal of the participant achieving housing stability and sustainability upon exit from the program.

## LENGTH OF ENROLLMENT

21. Contractor must strive to assist participants in moving out of Crisis Housing and into their own Permanent Housing unit as quickly as possible. The total length of stay can and should be individually determined, based on the participants need. See Appendix I for further guidance.
22. Crisis Housing participant or household may receive extensions on their length of stay, if they meet the following criteria:
  - 22.1 Participant or Household has been matched to housing but has not been able to identify a suitable unit.
  - 22.2 Participant or Household is high acuity, but no appropriate housing resource has been identified.
  - 22.3 Participant or Household is currently working on goals established in the Housing and Services Plan but not yet connected to a housing resource.
  - 22.4 Contractor must document the reason(s) for the extension of time and reference the goals outlined in the Housing and Services Plan. Contractor must also reference the Housing Program the participant is currently enrolled in that would lead to permanent housing.
  - 22.5 Contractor must ensure that this documentation has been entered into the participant's HMIS record by the Case Manager.

## EXITING PARTICIPANTS

23. Contractor must develop clear Policies and Procedures for exiting participants from the Crisis Housing Program.
  - 23.1 Contractor must exit the participant from enrollment in Crisis Housing when the following conditions are met:
    - 23.1.1 Participant/Household is successfully placed into permanent housing.
    - 23.1.2 Participant/Household relocates outside of Los Angeles County.
    - 23.1.3 Reunification services are utilized or the Participant/Household self-resolves their housing Crisis.
    - 23.1.4 Participant/Household is deemed a risk to the safety of the contractor's staff, or other participants.
    - 23.1.5 Participant/Household will be hospitalized or incarcerated for three (3) consecutive days or more.
24. For families where one family member is institutionalized, or other actions that changes the family composition, Contractor must ensure that the household is stabilized in Crisis Housing until they are transitioned to the appropriate new program/population system.
25. Participants that miss check-in for one (1) bed night **must NOT be** exited from their Crisis Housing bed/unit. Contractor is permitted to exit the participant from their Crisis Housing bed/unit if the participant misses two (2) consecutive nights with unapproved absence (that is, upon missing check-in for the second night in a row). In cases, where the participant is absent, Contractor must document due diligence efforts in contacting the participant before exiting the participant from the program. Efforts must be documented in HMIS. If the

participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll into Crisis Housing.

26. Contractor must **NOT** exit a Participant/ Household from Crisis Housing for the following reasons:
  - 26.1.1 For missing check-in for one (1) night (they can be exited if they fail to show on the 2<sup>nd</sup> night)
  - 26.1.2 Active substance use
  - 26.1.3 Failure to have an income
  - 26.1.4 Active health issues
  - 26.1.5 Mental health conditions
  - 26.1.6 Failure to abide by personal budget
  - 26.1.7 Non-compliance with Housing and Services Plan
  - 26.1.8 Medication non-compliance
  - 26.1.9 Or generally considered "difficult to work with."
27. Contractor should re-enroll Participant/Household that have been exited due to unapproved absences if a bed/unit is available.
  - 27.1 When a Participant/Household has been successfully linked to a permanent housing program, Contractor must provide the necessary support when that linkage has been implemented. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off."
  - 27.2 Provider must work collaboratively with the Case Manager in the housing program to facilitate a quick and successful transition that is not disruptive to the participant.
28. **Exit Plan:** Contractor must complete an Exit Summary Plan for all participants.
  - 28.1 Exit Plans for participants not entering Permanent Housing placement should include referrals and linkages to other interim housing resources, with a warm hand-off (i.e., documented transition between providers) that show a smooth transition from Crisis Housing was made.
  - 28.2 Exit must be entered HMIS indicating where the Participant has "exited to." "Unknown destination" entries in HMIS are to be discouraged. Exits must be entered in HMIS at the time of their exit.

#### **HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS**

29. Contractors must utilize HMIS to track all Participants, Household and Household members served and the services provided.
30. Contractor will ensure that all participants being served sign the Consent to Share Protected Personal Information form, granting other CES providers access to their information.
31. In addition to Contractor requirements for utilization of HMIS, Contractor is also required to adopt and implement best practices for data entry as follows:
  - 31.1 With any participant or household, the Contractor will first search the Clarity HMIS database for an existing profile; if none is found, the Contractor will collect and record the participant/household's consented information into the database and create a participant record.
  - 31.2 Contractor must complete the participant's HMIS program enrollment. When previously undisclosed information is gathered the Contractor must update the program enrollment with the applicable

Updated 6/22/2020

information.

- 31.3 With any participant or household, the Contractor will check for an existing population-appropriate CES Survey in the Clarity HMIS database; if none is found, the Contractor will seek the consent for and the completion of the population-appropriate CES Survey. If completed using the printed CES Survey packet, Contractor must enter the participant's standardized assessment in HMIS within twenty-four (24) hours of the completion.
  - 31.4 If providing service(s), Contractor must complete the enrollment (program entry/intake) questions in the Clarity HMIS database with as much information as the participant/household can provide. If missing information, mark the appropriate field – "Client Doesn't Know" or "Client Refused"; if/when a participant/household discloses any missing information, the Contractor must update the participant's standardized assessment in HMIS within twenty-four (24) hours of the completion or update of the standardized assessment.
  - 31.5 With any participant or household, the Contractor must enter all bed or motel voucher service(s) provided to program participants.
    - 31.5.1 If providing beds (non-voucher services) the Contractor must enter the bed service daily to reflect a participants or households use of that bed that night. If applicable, Contractor must also appropriately mark the funding source for the given bed service(s).
    - 31.5.2 If providing motel vouchers, the Contractor must enter the appropriate Motel Voucher service(s); these services must appropriately mark the funding source for the given motel voucher service(s).
  - 31.6 With any participant or household, the Contractor must record changes in regular Income (as defined in the HUD Data Standards), Employment status, and/or Disabling Conditions and Barriers as Status Update Assessments within their program enrollment. Contractor must follow guidance regarding the documentation of these changes, and file them accordingly. Status Update Assessments must be completed with twenty-four (24) hours of any reported change.
  - 31.7 Update information and complete case notes on services provided to the participant within a twenty-four (24) hours following the provision of services.
  - 31.8 With any participant or household, the Contractor must record the program exit or termination within twenty-four (24) hours following their determined exit from the program. As the Exit Date, the Contractor will use either a) the date of the last service provided, or b) the date following the last bed service – whichever was last provided under the program enrollment.
32. Once the HMIS system has been updated to accommodate coordinated access of Bridge, Transitional Housing, and Permanent Housing resources, Contractor must utilize HMIS to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing.

#### **PARTICIPANT MASTER FILE**

- 33. All documents are suggested but **NOT** required for entrance to the program. Contractor must assist participant with obtaining, if participant does not have, upon program entry. Once obtained, copy of participant ID and income documents, etc., must be kept in participant file.

34. Contractor must maintain a file for each participant that contains the following, but not limited to:

34.1 Core Documents for Crisis Housing Participant File:

Document	Guidance
FSC Referral (Family specific)	If a household is placed in Crisis Housing for Families, the FSC referral must be placed in the file.
DPSS-FSC Consent and Release of Information Form (Family specific)	If utilizing DPSS funding, provider must place signed form in the file
DPSS-CES for Families Participant Eligibility Request Form (Family specific)	If utilizing DPSS funding, provider must place a copy of the ... approval form in the file.
Participant/Household Identification	Required - See Appendix I If serving families, proof of guardianship must be placed in the file.
Program Participation Guideline Agreement form	Agency created form. Must be dated and signed by the participant and contractor.
Grievance Procedure Acknowledgement form	Agency created form. Must be dated and signed by the participant and contractor.
Population Appropriate LAC- CoC approved CES Survey	If completed during intake (or print the "Client Summary Report" from HMIS)
LA CoC Homeless Certification Form	Required - See Appendix I
Income Verification forms	if collected, ex. DPSS, SSA, pay-stubs, bank statements, etc.
Housing and Services Plan	Required-Use LAHSA approved form and track the date the HSP was completed in HMIS.
Monthly Update Form	Required- Use LAHSA approved form and track service monthly in HMIS
Budget Tool	Optional, use as needed
Case Notes	Required - Enter into HMIS
Incident Reports, Notice of Noncompliance	If Applicable
Exit Summary Form	Required - Use LAHSA approved form. Use the form when exiting participant from the program
LAHSA Interim Housing Program Extension Forms	Required- Use LAHSA approved form. LAHSA submitted extensions must be printed from MyOrg (if applicable)

**FACILITIES AND OPERATIONS**

35. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.

35.1 Contractors must, however, establish Harm Reduction policies, practices, and procedures designed to minimize negative consequences resulting from participants use or possession of contraband items as referenced above.

35.2 Harm Reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of participants and/or staff.

36. Contractor must allow for in and out access of the shelter between 6 AM and 8 PM and accommodate alternate access for anyone who may have employment and/or other important scheduling needs outside of those designated hours.
37. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.
38. Contractor must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
39. The facilities used to provide Crisis Housing for participants experiencing homelessness, families, and youth may provide beds or cots in a single-site facility with sleeping accommodations in multiple rooms or a congregate dormitory setting. Bunk beds are acceptable for use; however, Contractor must create policies and procedures addressing accessibility.
40. There must be a minimum of three (3) feet, or thirty-six (36) inches between the long side of adjacent beds or cots. The configuration of beds / cots in a dormitory or large room setting must include aisles that are sufficient in size and placement to facilitate ease of passage in the event that an emergency evacuation of the facility is necessary.
41. The facilities must also provide, at a minimum, laundry facilities, where participants may have access to wash their clothing and basic furnishings in the bedrooms and common areas of the facility. All shared bedrooms must be in compliance with LAHSA's equal access policy. **See LAHSA Program Standards document.**
  - 41.1 Contractor must provide accommodations for mixed-gender and same-gender couples, as available. Variations to these requirements may exist between populations, consult population specific appendix.
42. **Storage:** Contractor must provide each participant with access to storage for personal possessions which can be checked in and out during their time in the Crisis Housing Program. Minimum storage must be the equivalent of a standard 12" x 12" x 12" locker. Additional storage must be made available as facility capacity allows.

#### **MOTEL VOUCHERS (FAMILY SPECIFIC)**

43. **Motel Vouchers:**
  - 43.1 For motel vouchers used as crisis housing, Contractor must be responsible for voucher coordination, inspection and monitoring of the motel room conditions.
  - 43.2 For motel vouchers used as crisis housing, an initial inspection of site must be documented and ongoing monitoring of the site's conditions completed no less than three (3) times per year.
  - 43.3 Contractor must receive invoices from the motel and make payments to the motel vendors in a timely fashion.
  - 43.4 Participants placed in Motels must be connected to a Case Manager immediately after enrollment in Crisis Housing.



## HEALTH AND SAFETY

44. **Health and Fire Inspections:** Contractor understands and agrees that City/County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contract service sites, including shelters and supportive service sites, as often as once (1) every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use. Contractor must scan and provide a copy of any and all reports and documents relating to the inspections described above via email to [facilitystandards@lahsa.org](mailto:facilitystandards@lahsa.org)
- 44.1 Contractor must be provided with a written report as to the conditions at/of the facility and must either correct any and all deficiencies within thirty (30) calendar days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor must forward a copy of the Health or Fire Department's response to LAHSA. Failure to permit inspection or rectify the defect(s) in a timely manner will be considered a material breach of this contract and will result in LAHSA taking remedial actions up to and including termination of this Agreement. Contractor must scan and provide a copy of any and all reports and documents relating to the inspections and corrective actions taken pursuant to this section 44.1 via email to [facilitystandards@lahsa.org](mailto:facilitystandards@lahsa.org).
45. Contractor must refer participants to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
46. Contractor must promptly and appropriately respond to medical problems of participants and staff.
47. Contractor must ensure that regular training is provided to staff and volunteers about common physical and mental health problems of people experiencing homelessness and how to obtain needed and appropriate services.

## CONTRACTOR OBLIGATIONS

48. Please see the **LAHSA Program Standards and LAHSA Facility Standards** for a detailed description of requirements.
49. Contractor agrees to maintain and make accessible to participants experiencing homelessness, Families and Youth, the services funded and/or required under this Agreement.
50. Contractor is hereby contracted to provide the number of Crisis Housing beds/units and to serve the number of unduplicated participants experiencing homelessness specified in Program Profile and Performance Targets during the contract term under this Agreement.
51. To better assist individuals be connected to Crisis Housing programs, Contractor must provide a Point of Contact, Intake hours, etc. by completing the Interim Housing: Program Access Profile. Refer to the following [link](#) to access the form. The form must be submitted to LAHSA within one (1) month of Program Start date at [interimhousing@lahsa.org](mailto:interimhousing@lahsa.org). If any changes occur (point of contact, intake hours, etc.) an updated form must be submitted within seven (7) days.

## PROGRAM PARTICIPATION GUIDELINES

52. Crisis Housing provider must incorporate as part of their program, a set of program participation guidelines that serve as protocols for ensuring the safety and security of program participants, as well as program staff.
- 52.1 Program participation guidelines must incorporate language to support a Low-Barrier and Harm

Updated 6/22/2020

Reduction approach required of all programs.

- 52.2 Program participation guidelines must be participant-centered to minimize barriers to accessing a Crisis Housing bed and also prevent/minimize exits from program due to rule violations.
- 52.3 Program participation guidelines must be made available to LAHSA staff upon request and will be subject to review and approval by LAHSA.
- 52.4 Contractor must create a Program Participation Guideline Agreement form. Contractor must review the form with the participant upon program enrollment. The form must include a participant consent section that is signed and dated by the participant with a witness signature and dated to be signed by the contractor. Upon signature of the Program Participation Guideline Agreement, the participant is consenting to participate in the program and is certifying that they have read (or have been read) the program guidelines, and that they understand and consent to the expectations regarding abiding by the program guidelines.

#### **PERSONNEL**

- 53. Contractor must ensure that all staff and volunteers that are contracted to provide services specifically target to serving transition age youth must be fingerprinted and pass a criminal background (Live Scan) check before working/ interacting with any youth who are served in the program.
- 54. For site-based facilities with more fifteen (15) participants the Contractor must provide twenty-four (24) hour residential management and security services by qualified staff to ensure the safety of all participants, families and staff.
- 55. Sites with less than 15 participants, will be expected to offer safety and security protocols and access to on-call staff who can quickly respond in the event of an emergency.
- 56. For scattered site projects and motels, Contractor must provide qualified 24-hour on-call staff with security and safety protocols for participants to access in the event of an emergency.
- 57. Contractor must assign a sufficient number of staff with background experience and expertise to provide the services required in the Scope of Required Services (SRS). It is recommended that all staff having direct interaction with families have a Bachelor of Social Work, or equivalent experience and education.

#### **EDUCATION (FAMILIES SPECIFIC)**

- 58. Contractor must, as required by the McKinney-Vento Act and as amended by the HEARTH Act, provide documentation that demonstrates that Contractor has established education-related policies and practices for individuals and families enrolled in Contractor's program. The Contractor must not only document Contractor's education-related Policies and Practices for Contractor's participants, but also document the process by which the Contractor established these policies and practices to ensure compliance with the McKinney-Vento Act, as amended by the HEARTH Act.
- 59. Contractor must, as required by the McKinney-Vento Act and as amended by the HEARTH Act, must designate a staff person to ensure that children participants are enrolled in school and connected to the appropriate services within the community. Contractor must document, in writing, its process for identifying/hiring a designated staff person, including any budget or resource implications, to ensure compliance with the McKinney-Vento Act, as amended by the HEARTH Act.

**COMPUTER EQUIPMENT SUPPLIES AND SECURITY (REQUIRED FOR ALL DPSS FUNDED PROGRAMS)**

60. Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must 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).
61. Contractor and Subcontractors workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) 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.
62. All transmitted (e.g. network) County PI, PHI and/or MI 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.
63. LAHSA must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports must be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions will constitute a material breach of this Contract upon which LAHSA may terminate or suspend this Contract.

**APPENDIX I. Eligibility for All Populations**

<p><b>Population Served</b></p>	<p><b>Individuals, Youth and Families</b></p>							
<p><b>Participant Identification</b></p>	<ul style="list-style-type: none"> <li>• Participants are required to have a form of identification on file.</li> <li>• If a participant does not have an identification card at the time of the program screening, Contractor must not deny the participant entry to the program rather assist the participant in obtaining an identification card.</li> <li>• <b>Category [A]</b> are acceptable forms of government issued photo identification cards.</li> <li>• If the participant does not have any of the acceptable identification cards listed in <b>Category [A]</b> they may provide one acceptable form of alternative photo identification in <b>Category [B]</b> along with one acceptable non-photo form of identification in <b>Category [C]</b> to meet the government issue identification requirement.</li> <li>• A copy of a social security card is <b>NOT</b> required for the program.</li> </ul>							
	<table border="1"> <thead> <tr> <th data-bbox="391 812 699 926"> <p><b>[Category A] Government issued photo Identification Card (ID)</b></p> </th> </tr> </thead> <tbody> <tr> <td data-bbox="391 932 699 1451"> <ul style="list-style-type: none"> <li>• State-issued DMV ID</li> <li>• State-issued DMV Driver's license</li> <li>• Passport/ Passport Card</li> <li>• US Military ID</li> <li>• Immigration Services (USCIS) ID</li> <li>• Visa issued by department of state</li> <li>• Government issued ID</li> </ul> </td> </tr> </tbody> </table>	<p><b>[Category A] Government issued photo Identification Card (ID)</b></p>	<ul style="list-style-type: none"> <li>• State-issued DMV ID</li> <li>• State-issued DMV Driver's license</li> <li>• Passport/ Passport Card</li> <li>• US Military ID</li> <li>• Immigration Services (USCIS) ID</li> <li>• Visa issued by department of state</li> <li>• Government issued ID</li> </ul>	<p style="text-align: center;"><b>OR</b></p> <table border="1"> <thead> <tr> <th data-bbox="756 812 1053 926"> <p><b>[Category B] Alternative Forms of acceptable photo Identification Card (ID)</b></p> </th> </tr> </thead> <tbody> <tr> <td data-bbox="756 932 1053 1451"> <ul style="list-style-type: none"> <li>• Student ID</li> <li>• Shelter ID</li> <li>• Employment ID</li> <li>• Bank/ Debit/ Credit Card</li> <li>• Transportation Card (METRO)</li> <li>• Library Card</li> <li>• Gym Membership Card</li> <li>• Warehouse Membership Card</li> </ul> </td> </tr> </tbody> </table>	<p><b>[Category B] Alternative Forms of acceptable photo Identification Card (ID)</b></p>	<ul style="list-style-type: none"> <li>• Student ID</li> <li>• Shelter ID</li> <li>• Employment ID</li> <li>• Bank/ Debit/ Credit Card</li> <li>• Transportation Card (METRO)</li> <li>• Library Card</li> <li>• Gym Membership Card</li> <li>• Warehouse Membership Card</li> </ul>	<p style="text-align: center;"><b>AND</b></p> <table border="1"> <thead> <tr> <th data-bbox="1127 812 1435 926"> <p><b>[Category C] Alternative Forms of acceptable non-photo Identification</b></p> </th> </tr> </thead> <tbody> <tr> <td data-bbox="1127 932 1435 1451"> <ul style="list-style-type: none"> <li>• Birth certificate</li> <li>• Utility Bill</li> <li>• Lease/ rental contract</li> <li>• School Records</li> <li>• Medical / Dental insurance card</li> <li>• Debit/ bank card</li> <li>• Credit card</li> <li>• Legal records/ court documentation</li> <li>• Tax Identification Number/ Paperwork (TIN)</li> <li>• Social Security card</li> <li>• American Automobile Association (AAA) card</li> <li>• American Association of Retired Persons (AARP)</li> </ul> </td> </tr> </tbody> </table>	<p><b>[Category C] Alternative Forms of acceptable non-photo Identification</b></p>
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**APPENDIX I. Eligibility for All Populations**

<p><b>Homeless Status</b></p>	<p>Participant/Household must be determined to be homeless (Categories 1 &amp; 4) per United States Department of Housing and Urban Development (HUD)'s final rule on "defining homeless" (24 CFR Part 578).</p> <p><b>Category 1: Literal Homeless-</b> An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:</p> <ul style="list-style-type: none"> <li>i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground);</li> <li>ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (Emergency shelter, transitional housing, motel/motel paid by government or charitable organization); <u>or</u></li> <li>iii. Exiting an institution where (s)he has resided for 90 days or less <u>AND</u> were residing in an emergency shelter or place not meant for human habitation immediately before entering institution. Examples of Institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility.</li> </ul> <p><b>Category 4: Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:</b></p> <ul style="list-style-type: none"> <li>i. Have no identified residence, resources or support networks; <b>AND</b></li> <li>ii. Lack the resources and support networks needed to obtain other permanent housing.</li> </ul>
<p><b>Homeless Verification</b></p>	<p>Participants must have their Homeless status documented using either a HMIS Client Summary Report or the LA COC Homeless Certification forms.</p> <p>Providers seeking to document a participants' homelessness (Category 1 or Category 4) should first run the participant's Client Summary report on HMIS. If the Client Summary Report verifies the Individual is actively in a homeless program within seven (7) days, the provider may print the HMIS Client Summary Report and place in the participant's file. If the Client Summary does not show the participant met/meets the Category 1 or Category 4 definition within the last seven (7) days, the provider will need to use one of the universal forms to document a participants' homelessness at program entry.</p> <p>The LA CoC Homeless Certification forms include the following:</p> <ul style="list-style-type: none"> <li>• Observation of Homeless Status Form- Form 2199</li> <li>• Third Party Verification of Homeless Status Form-Form 1444</li> <li>• Self-Certification of Homeless Status Form- Form 1448</li> </ul>
<p><b>Geography</b></p>	<p>Participants must be current residents of the County of Los Angeles. If the person reports that they slept within the County of Los Angeles the night previous to assessment they would be considered a current resident of Los Angeles.</p>
<p><b>Population Appropriate CES Survey</b></p>	<ul style="list-style-type: none"> <li>• CES Survey for Adults, CES Survey for Youth, CES Survey for Families with Children</li> <li>• Must be completed and entered into HMIS within three (3) business days of program enrollment, if not previously administered.</li> </ul>

<p><b>Length of Stay</b></p>	<ul style="list-style-type: none"> <li>• Crisis Housing has no time limit. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible.</li> <li>• The total length of stay can and should be individually determined, based on the participant's need.</li> <li>• Contractor must complete the Crisis Housing Extension form located on the LAHSA website. The form must be placed in the participant's master file.</li> </ul>
<p><b>Program Extensions</b></p>	<p><b>Program Extensions are done by the Contractor after a ninety (90) day stay.</b></p> <ul style="list-style-type: none"> <li>• Once a participant/ household has resided in the Crisis Housing program for ninety (90) days, the Contractor can grant an extension for the participant for 90-day increments. Staff must complete the LAHSA approved Crisis Housing Extension form with the participant and place the form in the participant's master file.</li> <li>• After one hundred and eighty (180) days in the program, the Contractor must submit the LAHSA Crisis Housing Extension request via MyOrg, to extend the participant's length of time in the program. Once submitted, the extension request will be reviewed by LAHSA. If approval for the extension is granted, a copy of the extension must be printed from MyOrg and placed in the participant's file.</li> </ul>
<p><b>Ongoing Eligibility</b></p>	<p><b>Ongoing eligibility shall be extended for the following reasons:</b></p> <ul style="list-style-type: none"> <li>• Participant/Household is currently matched to a housing resource through the CES, or enrolled in a program, that provides housing search and placement services.</li> <li>• Participant/Household is actively engaging in case management services and working on the goals established in the Housing and Services Plan but not yet connected to a housing resource.</li> <li>• Participant/Household is a priority score 3 and not yet matched to a housing resource.</li> </ul>



## 2020-2021 Bridge Housing Program Scope of Required Services (SRS)

This Scope of Required Services (SRS) for the Bridge Housing program contains a written summary of, and links to, detailed information regarding the services that must be provided to eligible participants experiencing homelessness receiving Bridge Housing services. This SRS and the documents that are linked hereto, in combination with the Program Standards (contained in a separate document), and the Program Profile and Performance Targets, together, comprise the entire Statement of Work for Bridge Housing. LAHSA reserves the right to make any necessary changes related to prioritization, matching, and other aspects of the implementation of the complete CES. Contractors will be notified through policies, interim guidance, and other forms of guidance when deemed necessary.

### BRIDGE HOUSING OVERVIEW

Bridge Housing provides a safe, Low-barrier, Housing First, Housing-Focused, and supportive twenty-four (24) hour residence to persons experiencing homelessness, while they are working on locating, applying to, and obtaining their permanent housing. Bridge Housing prioritizes individuals experiencing homelessness based on the vulnerability level of the individual person, with the most vulnerable prioritized. Prioritization factors include mental health conditions, physical disability, and length of homelessness. Bridge Housing programs must work in collaboration with LAHSA and the Coordinated Entry System (CES) in Los Angeles County. Bridge Housing should fit seamlessly with the other CES Program components.

### DEFINITION

1. **Bridge Housing:** Bridge Housing is a reserved, twenty-four (24) hour emergency shelter targeted for eligible persons experiencing homelessness that have been prioritized through CES for safe and supportive housing resources. The intention of this emergency housing is to provide participants with some stability, so that they can more easily maintain contact with Housing Navigation and/or Case Management services and facilitate safe and supportive housing placement.
2. **Los Angeles Continuum of Care Homeless Management Information System (LA CoC HMIS):** HMIS is a HUD-mandated information technology system that is designed to capture participant-level information over time, on the characteristics and service needs of homeless persons. Participant data is maintained on a central server, which will contain all participant information in an encrypted state. HMIS integrates data from all homeless service providers and organizations in the community and captures basic descriptive information on every person served. Participation in LA CoC HMIS allows organizations to share information with other Participating Organizations to create a more coordinated and effective delivery system.
3. All programs operating in the LA CoC CES system must operate with a Housing First, Harm Reduction, Low Barrier, and Trauma-Informed Care approach. Please see LAHSA Program Standards for more detailed definition of these terms.

### ELIGIBILITY FOR SERVICES

4. **Homeless Status:** Participants must be determined to be homeless Categories 1 & 4 according to the U.S. Department of Housing and Urban Development (HUD)'s Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution. Please see Appendix I and II for detailed description of eligibility for Bridge Housing (BH).
  - 4.1 Contractors will be responsible for documenting the determination of the participant's homelessness status utilizing the LAHSA Approved LA-CoC Homeless Certification Form.

- 4.2 Contractor will be responsible for obtaining the LA-CoC Homeless Certification Form from any referring agency or proof of institutional stay.
  - 4.2.1 All documentation is required to be placed inside the participant's master file and upload the on the participants HMIS profile.
- 4.3 Contractor must document the participant's homeless status in the Homeless Management Information System (HMIS).

**CES SURVEY**

- 5. **CES Survey:** Participants must have a CES Survey result in HMIS or on file if serving Domestic Violence participants. Contractor must utilize the population-appropriate LA County CES Survey to determine eligibility for, and connection to, appropriate housing interventions. Before completing the population-appropriate survey, Contractor must check participant's CES record in the Homeless Management Information System (HMIS) for a previous result. If there is no record of an existing CES survey result in HMIS, Contractor must complete the appropriate and most recent version of the CES Survey. If the participant has a previous CES survey result in HMIS, an additional survey should not be administered unless the staff believe the result of the score does not reflect the participant's acuity. Please see LAHSA Interim Guidance document "Interim Guidance: Updating and Correcting Population - Appropriate CES Triage Tool Scores," found in the LAHSA document library.
  - 5.1 LA County CES-approved triage tools include:
    - 5.1.1 CES Survey Packet for Adults
    - 5.1.2 CES Survey for Youth
  - 5.2 The CES survey must be administered (whether in an office setting or in the field), by staff who have completed training required by the LAC-CoC.
  - 5.3 The CES survey must be administered in a place that allows the participant needed privacy for answering the questions.

**POPULATION**

- 6. **Population served:** Please see the **Appendices** for detailed description of eligibility and/or specialized population being served under a Bridge Housing Program. Unaccompanied Minors are not eligible for enrollment or services in programs that serve Single Adults. An exemption exists for unaccompanied minors who are legally emancipated.
  - 6.1 **Bridge Housing for Youth and Adults: CES Acuity Based:** Contractor must prioritize beds for participants having a high acuity (scoring 3; includes those who are matched, not yet matched, or exiting an institution), over participants having mid-acuity (scoring 2).
    - 6.1.1 **High Acuity:** Participants who are CES priority result three (3) that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES.
    - 6.1.2 **High Acuity:** Participants who are CES priority result three (3) that have not yet been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES and/or enrolled in the Housing Navigation Program.



- 6.1.3 **Mid Acuity:** Participants who are CES priority result two (2) that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES or enrolled in the Housing Navigation Program.
- 6.1.4 Order of prioritization is subject to change, as per LAHSA Interim Guidance or Policy, as it is developed.
- 6.2 **B7 HPI Bridge Housing for Youth and Adults-Exiting Institutions**
  - 6.2.1 Participants who are exiting institutions. See Appendix II and III with detailed requirements and further guidance.
- 7. Participants must not need hospitalization or skilled nursing care. Participants must be able to manage Activities of Daily Living (i.e. ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently).
- 8. Contractors must **NOT** screen out participants or deny referrals based on any of the following criteria:
  - 8.1 Past program participation or previous stay at Contractor facilities;
  - 8.2 Lack of tuberculous test (TB) result;
  - 8.3 Lack of Service Animal/Emotional Support Animal (ESA) documentation;
  - 8.4 Lack of sobriety;
  - 8.5 Lack of income or employment status;
  - 8.6 Lack of identification documentation;
  - 8.7 The presence of mental health issues, disabilities, or other psychosocial challenges;
  - 8.8 Lack of a commitment to participate in treatment;
  - 8.9 Criminal background;
  - 8.10 Presence of or number of evictions;
  - 8.11 Any other criteria thought to predict challenges/barriers to long-term housing stability or generally considered "difficult to work with".

#### **CENTRALIZED REFERRAL SYSTEM**

- 9. **Centralized Referral System (CRS):** The Centralized Referral System is a collaboration between LAHSA and the Los Angeles County Health Agency (Departments of Health Services, Mental Health, and Public Health) to coordinate interim housing resources. LAHSA defines interim housing as Bridge or Bridge Housing. CRS will help facilitate successful referrals to the appropriate interim housing bed provider. CRS will be managed by Interim Housing Placement Coordinators at LAHSA, DHS, DMH and DPH. The Placement Coordinators will work closely with all Contractors to provide referrals based on eligibility, prioritization, and bed availability.
  - 9.1 Contractor must agree to receive referrals from the LAHSA Interim Housing Placement Coordinator and/or designated Los Angeles County Health Agency (Departments of Health Services, Mental Health, and Public Health) Placement Coordinators, including accepting referrals submitted via the LAHSA/Los Angeles County Health Agency Standardized Referral Form.
  - 9.2 Contractor must follow any LAHSA issued guidance and/or procedures issued on the use of the CRS.
  - 9.3 When the system utilizes HMIS for referrals, Contractor is required to participate in this practice.

#### **CES PARTICIPATION**

- 10. **CES Participation:** Bridge Housing Programs are an integral part of the Coordinated Entry System (CES) which was created to ensure consistent approaches for access to, and delivery of, services in Los Angeles County.

Therefore, Bridge Housing Programs must work in collaboration with the CES. Bridge Housing should fit seamlessly with the other program components including: Outreach, Housing Navigation, Access Centers, Drop-In Centers and Day Shelters, Transitional Housing, Rapid Re-Housing, and/or Permanent Supportive Housing.

11. Contractor must identify new participants through participation in the Coordinated Entry System (CES).
  - 11.1 Contractor must participate in CES Case Conferencing/Care Coordination meetings to identify eligible participants.
  - 11.2 Contractor must prioritize referrals from LAHSA Interim Housing Placement Coordinator and/or designated Los Angeles County Health Agency Placement Coordinators, CES Housing Navigators, CES Regional Coordinators/Matchers, Outreach Coordinators, and/or other partners, as directed by LAHSA.
  - 11.3 Contractor must identify eligible participants and accept referrals, to the extent capacity allows, from:
    - 11.3.1 LAHSA Interim Housing Placement Coordinators
    - 11.3.2 Los Angeles County Health Agency Placement Coordinators
    - 11.3.3 CES Regional Coordinators and CES Matchers
    - 11.3.2 Housing Navigators
    - 11.3.3 Rapid Re-Housing Programs
    - 11.3.5 County funded outreach staff, including CES Outreach teams, E6 funded Multidisciplinary teams, and Homeless Engagement Team (HET)
    - 11.3.6 Access Centers, Drop-In Centers and Day shelters
  - 11.4 Other referrals may be generated from:
    - 11.4.1 Non-County funded outreach workers and service providers
    - 11.4.2 Domestic Violence Providers
    - 11.4.3 First Responders
    - 11.4.4 Faith Based Service Providers
    - 11.4.5 Los Angeles County Health Agency
    - 11.4.6 Health care providers
    - 11.4.7 211
    - 11.4.8 Constituent referrals from local and regional government

#### SUPPORTIVE SERVICES AND ACTIVITIES

12. Contractors providing Bridge Housing services and assistance must provide those services specifically needed by, and requested by, each participant. Bridge Housing services are provided either directly by Contractor or through subcontracted services arrangements. Each participant must be individually assessed for the types of services needed. The services that can be provided are listed below but are not limited to this list.
13. **Direct Support Services:** Contractors providing Bridge Housing are funded for and must provide the following services directly to participants in the program:
  - 13.1 Twenty-four (24) hour bed availability
  - 13.2 Housing Navigation (for participants not receiving Housing Navigation services from another program)
  - 13.3 Case Management (if participants are receiving Housing Navigation services from an external partner, Bridge Housing contract must continue to provide additional Housing-Focused Case Management services to support and augment Housing Navigation services, to coordinate and facilitate housing placement)
  - 13.4 Residential Supervision

- 13.5 Crisis Intervention & Conflict Resolution
- 13.6 Security
- 13.7 Meals
- 13.8 Restrooms & Showers

- 14. **Problem Solving (aka Diversion):** The first conversation upon entry should be to assess for the possibility of Diversion so as to assist the person to self-resolve their housing and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant, rather than reside in the Bridge Housing. If resources are needed to successfully divert a person from entry into the homelessness system, a referral must immediately be made to a CES Diversion/Prevention program. In order to identify other permanent housing options, Contractor should continue to have Problem Solving conversations with the participant while residing in Bridge Housing. Please see **Problem Solving Scope of Required Services** located in the LAHSA document section for further guidance.
- 15. **Program Intake:** Contractor must allow for intake of new participants at least five (5) days a week during regular business hours and as long as beds are available.
  - 15.1 Contractors are asked to provide intake to participants during extended hours (such as weekends and evenings) within their capacity to do so.
  - 15.2 Contractor must submit intake hours and intake contact information to LAHSA for review and publishing on LAHSA's website and other documents.
  - 15.3 Contractor must allow for in and out access of the shelter between 6:00 AM and 8:00 PM and accommodate access for anyone who may have employment or other important scheduling needs outside of those designated hours.
  - 15.4 Contractor must complete the HMIS program intake for all participants at the same time the participant is enrolled in the program.
  - 15.5 Bed assignment/bed attendance must be tracked in HMIS **and entered into HMIS at the time** that the participant is assigned a bed/unit and enrolled in the program.
  - 15.6 Contractor must **NOT** permanently "ban" participants from re-entering the Bridge Housing program, regardless of reason for participant's exit or termination from previous enrollments in Contractor's programs.
  - 15.7 Contractor must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

#### CASE MANAGEMENT

- 16. **Case Management and Support Services:** Housing-Focused Case Management Services are provided by Bridge Housing staff to assist participants in moving forward in accessing permanent housing through referrals to housing programs (such as RRH, Permanent Supportive Housing, affordable housing, etc.). This service is provided by Bridge Housing staff when the participant enters the program without an already established connection to a Housing Navigator. The primary objective of Housing-Focused Case Management/Support Services is to extend support to participants through an individualized case management relationship, that will ultimately translate to increased housing stability. This includes but is not limited to support with completing housing applications, accompanying the participant to housing appointments and/or leasing appointments, and other support associated with the housing placement process.

- 16.1 Contractor must provide Housing-Focused Case Management that is offered in accordance with Housing First and Trauma Informed Care principles, to assist the participant either to self-resolve their housing Bridge and/or be connected to a permanent housing provider.
- 16.3 Contractor must document the content and outcome of case management meetings with participants in HMIS case notes.
- 17. **Case Management Ratio:** Contractors are recommended to maintain a ratio of approximately one (1) staff to every twenty-five (25) participants for optimal service delivery.
  - 17.1 Caseloads should be determined through consultation between line and supervisory staff while examining the level of acuity/need, the amount of contact that is needed to successfully engage the household, and the length of time needed to meet participants where they reside.

#### HOUSING AND SERVICES PLAN

- 18. **Housing and Services Plan:** Following intake and assessment, Case Managers must develop a Housing and Services Plan in coordination with the participant.
  - 18.1 The **Housing and Services Plan** will be the road map of services that are needed and to be provided, actions that need to be taken (by both staff and the participant) and referrals that need to be made. Housing Plans summarize the participant's goals, and immediate action steps towards achieving such goals. The Plans are updated as the person's situation changes, and steps are completed or revised accordingly. Persons in Bridge may experience varying levels of stress, which has potential to impact their ability to make or carry out plans, control emotions, or recall information. They may agree to the goals but be unable to carry them out. Accordingly, Bridge Housing programs must make attempts to create plans which minimize extraneous, inordinate, or superfluous action steps, including requiring participants to rapidly acquire new knowledge or skills, or make significant or simultaneous changes, in order to obtain permanent housing placement. Progress and challenges implementing the plan should be reviewed and updated frequently.
  - 18.2 The Housing and Services Plan must be considered the participant's plan and should be signed by the participant as it is developed and updated. Case Manager and Supervisor must also sign the Housing Stability plan.
  - 18.3 The Housing and Services Plan must be tracked in HMIS along with the date of completion.
- 19. **Monthly Update:** Case Managers must complete a Monthly Update, using the LAHSA approved Monthly Update Form, with the participant to assess progress towards achieving the goals defined in the Housing and Services Plan. Monthly Update forms must be signed by the participant and the case manager. Monthly Update forms must be placed in the participant's master file. Contractor must document monthly updates in a HMIS Case note.
  - 19.1 Contractors must track all services provided to participants in HMIS with the goal of the participant achieving housing stability and sustainability upon exit from the program.
- 20. **Housing Navigation Services:** If participant is not assigned a Housing Navigator, Contractor must provide Housing Navigation services to participants to support their housing placement goals. Housing Navigation services may be provided on-site and may also require participants' to be accompanied to off-site appointments.

- 20.1 Housing Navigation services must be focused on assisting the participant in identifying and accessing permanent housing, within their realistic budget, within the initial ninety (90) days of their enrollment into the Bridge Housing Program.

#### LENGTH OF ENROLLMENT

21. Contractor must strive to assist participants in moving out of Bridge Housing and into their own Permanent Housing unit as quickly as possible. The total length of stay can and should be individually determined, based on the participants need. See Appendix I and II further guidance.
  - 21.1 Bridge Housing participants may receive extensions on their length of stay, if they meet the following criteria:
    - 21.1.1 Participant has been matched to housing but has not been able to identify a suitable unit.
    - 21.1.2 Participant is high acuity, but no appropriate housing resource has been identified.
    - 21.1.3 Participant is currently working on goals established in the Housing and Services Plan but not yet connected to a housing resource.
  - 21.2 Contractor must document the reason(s) for the extension of time and reference the goals outlined in the Housing and Services Plan. Contractor must also reference the Housing Program the participant is currently enrolled in that would lead to permanent housing.
  - 21.3 Contractor must ensure that this documentation has been entered into the participant's HMIS record by the Case Manager.

#### EXITING PARTICIPANTS

22. Contractor must develop clear Policies and Procedures for exiting participants from the Bridge Housing Program.
  - 22.1 Contractor must exit the participant from enrollment in Bridge Housing when the following conditions are met:
    - 22.1.1 Participant is successfully placed into permanent housing.
    - 22.1.2 Participant relocates outside of Los Angeles County.
    - 22.1.3 Reunification services are utilized or the participant self-resolves their housing Bridge.
    - 22.1.4 Participant is deemed a risk to the safety of the contractor's staff, or other participants.
    - 22.1.5 Participant will be hospitalized or incarcerated for seven (7) consecutive days or more. See addendum specific to Bridge Housing for Persons Exiting Institutions for specialized standards relative to this sub-population.
  - 22.2 Participants that miss check-in for two (2) consecutive bed nights **MUST NOT** be exited from their Bridge Housing bed. Contractor is permitted to exit the participant from their Bridge Housing bed if the participant misses three (3) consecutive nights with unapproved absence (that is, upon missing check-in for the third night in a row). If the participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll into Bridge Housing.

- 22.3 Contractor must **NOT** exit a Participant from Bridge Housing for the following reasons:
  - 22.3.1 For missing check-in for two (2) consecutive nights (they can be exited if they fail to show on the 3<sup>rd</sup> night)
  - 22.3.2 Active substance use
  - 22.3.3 Failure to have an income
  - 22.3.4 Active health issues
  - 22.3.5 Mental health conditions
  - 22.3.6 Failure to abide by personal budget
  - 22.3.7 Non-compliance with Housing and Services Plan
  - 22.3.8 Medication non-compliance
  - 22.3.9 Or generally considered "difficult to work with."
- 22.4 Contractor should re-enroll participants that have been exited due to unapproved absences if a bed is available.
- 22.5 When a participant has been successfully linked to a permanent housing program, Contractor must provide the necessary support when that linkage has been implemented. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off."
- 22.6 Provider must work collaboratively with the Case Manager in the housing program to facilitate a quick and successful transition that is not disruptive to the participant.
- 23. **Exit Plan:** Contractor must complete an Exit Summary Plan for all participants, documented as a case note in HMIS.
  - 23.1 Exit Plans for participants not entering Permanent Housing placement should include referrals and linkages to other interim housing resources, with a warm hand-off (i.e., documented transition between providers) that show a smooth transition from Bridge Housing was made.
  - 23.2 Exit must be entered into HMIS indicating where the Participant has "exited to." "Unknown destination" entries in HMIS are to be discouraged. Exits must be entered in HMIS at the time of their exit.

#### **HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS**

- 24. In order to provide well-coordinated support for households and manage the limited resources available in the CoC, Contractors must utilize HMIS to track Households served and the services provided.
- 25. Contractor will ensure that all participants being served sign the Consent to Share Protected Personal Information form, granting other CES providers access to their information.
- 26. In addition to Contractor requirements for utilization of HMIS, Contractor is also required to adopt and implement best practices for data entry as follows:
  - 26.1 With any participant or household, the Contractor will first search the Clarity HMIS database for an existing profile; if none is found, the Contractor will collect and record the participant/household's consented information into the database and create a participant record.
  - 26.2 Contractor must complete the participant's HMIS program enrollment. When previously undisclosed information is gathered the Contractor must update the program enrollment with the applicable information.

- 26.3 With any participant or household, the Contractor will check for an existing population-appropriate CES Survey in the Clarity HMIS database; if none is found, the Contractor will seek the consent for and the completion of the population-appropriate CES Survey. If completed using the printed CES Survey packet, Contractor must enter the participant's standardized assessment in HMIS within twenty-four (24) hours of the completion.
  - 26.4 If providing service(s), Contractor must complete the enrollment (program entry/intake) questions in the Clarity HMIS database with as much information as the participant/household can provide. If missing information, mark the appropriate field – "Client Doesn't Know" or "Client Refused"; if/when a participant/household discloses any missing information, the Contractor must update the participant's standardized assessment in HMIS within twenty-four (24) hours of the completion or update of the standardized assessment.
  - 26.5 With any participant or household, the Contractor must enter all bed service(s) provided to program participants.
    - 26.5.1 Contractor must enter the bed service daily to reflect a participant's or household's use of that bed that night. If applicable, Contractor must also appropriately mark the funding source for the given bed service(s).
  - 26.6 With any participant or household, the Contractor must record changes in regular Income (as defined in the HUD Data Standards), Employment status, and/or Disabling Conditions and Barriers as Status Update Assessments within their program enrollment. Contractor must follow guidance regarding the documentation of these changes, and file them accordingly. Status Update Assessments must be completed with twenty-four (24) hours of any reported change.
  - 26.7 Update information and complete case notes on services provided to the participant within a twenty-four (24) hours following the provision of services.
  - 26.8 With any participant or household, the Contractor must record the program exit or termination within twenty-four (24) hours following their determined exit from the program. As the Exit Date, the Contractor will use either a) the date of the last service provided, or b) the date following the last bed service – whichever was last provided under the program enrollment.
- 27. Once the HMIS system has been updated to accommodate coordinated access of Bridge, Transitional Housing, and Permanent Housing resources, Contractor must utilize HMIS to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing.
  - 28. Contractor must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.

**PARTICIPANT MASTER FILE**

- 29. All documents are suggested but **NOT** required for entrance to the program. Contractor must assist participant with obtaining, if participant does not have, upon program entry. Once obtained, copy of participant ID and income documents, etc., must be kept in participant file.

30. Contractor must maintain a file for each participant that contains the following, but not limited to:

30.1 Core Documents for Bridge Housing Participant File:

Document	Guidance
Participant Identification	Required - See Appendix I
Program Participation Guideline Agreement form	Agency created form. Must be dated and signed by the participant and contractor.
Grievance Procedure Acknowledgement Form	Agency created form. Must be dated and signed by the participant and contractor.
Population Appropriate LAC- CoC approved CES Survey	If completed during intake (or print the "Client Summary Report" from HMIS if a CES Survey result is provided.)
LA CoC Homeless Certification Form and/ or required institutional documentation	Required - See Appendix
Income Verification forms	if collected, ex. DPSS, SSA, pay-stubs, bank statements, etc.
Housing and Services Form	Required-Use LAHSA approved form and track the date the HSP was completed in HMIS
Monthly Update Form	Required- Use LAHSA approved form and track service monthly in HMIS
Budget Tool	Optional, use as needed
Case Notes	Required- Enter into HMIS
Incident Reports, Notice of Noncompliance	If Applicable
Exit Summary Form	Required- Use LAHSA approved form. Use the form when exiting participant from the program
LAHSA Interim Housing Program Extension Forms	Required- Use LAHSA approved form. LAHSA submitted extensions must be printed from MyOrg (if applicable)

**FACILITIES AND OPERATIONS**

- 31. The facility shall adhere to all applicable ADA laws and regulations, please refer to LAHSA's Facility Standards document for a complete list of these requirements.
- 32. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.
  - 32.1 Contractors must, however, establish Harm Reduction policies, practices, and procedures designed to minimize negative consequences resulting from participants use or possession of contraband items as referenced above.
  - 32.2 Harm Reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of participants and/or staff.
- 33. Contractor must allow for in and out access of the shelter between 6 AM and 8 PM and accommodate alternate access for anyone who may have employment and/or other important scheduling needs outside of those designated hours.
- 34. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.



35. Contractor must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
36. The facilities used to provide Bridge Housing may provide beds or cots in a single-site facility with sleeping accommodations in multiple rooms or a congregate dormitory setting. Bunk beds are acceptable for use; however, Contractor must create policies and procedures addressing accessibility.
  - 36.1 Contractor shall provide basic furnishings in the bedrooms and common areas of the facility. All shared bedrooms must be in compliance with LAHSA's equal access policy.
  - 36.2 Contractor must provide accommodations for mixed-gender and same-gender couples, as available. Variations to these requirements may exist between populations, consult population specific appendix.
  - 36.3 There must be a minimum of three (3) feet, or thirty-six (36) inches between the long side of adjacent beds or cots. The configuration of beds / cots in a dormitory or large room setting must include aisles that are sufficient in size and placement to facilitate ease of passage in the event that an emergency evacuation of the facility is necessary.
37. The facilities must also provide, at a minimum, laundry facility (or provide participants with assistance connecting to laundromat services) so that they can wash their clothing. See LAHSA Facility Standards document.
38. **Storage:** Contractor must provide each participant with access to storage for personal possessions which can be checked in and out during their time in the Bridge Housing Program. Minimum storage must be the equivalent of a standard 12" x 12" x 12" locker. Additional storage must be made available as facility capacity allows.

## HEALTH AND SAFETY

39. **Health and Fire Inspections:** Contractor understands and agrees that City/County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contract service sites, including shelters and supportive service sites, as often as once (1) every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.
  - 39.1 Contractor must be provided with a written report as to the conditions at/of the facility and must either correct any and all deficiencies within thirty (30) calendar days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor must forward a copy of the Health or Fire Department's response to LAHSA. Failure to permit inspection or rectify the defect(s) in a timely manner will be considered a material breach of this contract and will result in LAHSA taking remedial actions up to and including termination of this Agreement.
40. Contractor must refer participants to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
41. Contractor must promptly and appropriately respond to medical problems of participants and staff.

41.1 Contractor must ensure that regular training is provided to staff and volunteers about common physical and mental health problems of people experiencing homelessness and how to obtain needed and appropriate services.

#### **CONTRACTOR OBLIGATIONS**

42. Please see the **LAHSA Program Standards and LAHSA Facility Standards** for a detailed description of requirements.
43. Contractor agrees to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
44. Contractor is hereby contracted to provide the number of Bridge Housing beds/units and to serve the number of unduplicated participants experiencing homelessness specified in Program Profile and Performance Targets during the contract term under this Agreement.
45. To better assist individuals be connected to Bridge Housing programs, Contractor must provide a Point of Contact, Intake hours, etc. by completing the Interim Housing: Program Access Profile. Refer to the following [link](#) to access the form. The form must be submitted to LAHSA within one (1) month of Program Start date at [interimhousing@lahsa.org](mailto:interimhousing@lahsa.org). If any changes occur (point of contact, intake hours, etc.) an updated form must be submitted within seven (7) days.

#### **PROGRAM PARTICIPATION GUIDELINES**

46. Bridge Housing provider must incorporate as part of their program, a set of program participation guidelines that serve as protocols for ensuring the safety and security of program participants, as well as program staff.
  - 46.1 Program participation guidelines must incorporate language to support a Low-Barrier and Harm Reduction approach required of all programs.
  - 46.2 Program participation guidelines must be participant-centered to minimize barriers to accessing a Bridge Housing bed and also prevent/minimize exits from program due to Rule violations.
  - 46.3 Program participation guidelines should address safety and security concerns, and any agency policy and procedure for search and seizure of property (search and confiscation of weapons and other contraband).
  - 46.4 Program participation guidelines must be made available to LAHSA staff upon request and will be subject to review and approval by LAHSA.
  - 46.5 Contractor must create a Program Participation Guideline Agreement form. Contractor must review the form with the participant upon program enrollment. The form must include a participant consent section that is signed and dated by the participant with a witness signature and dated to be signed by the contractor. Upon signature of the Program Participation Guideline Agreement, the participant is consenting to participate in the program and is certifying that they have read (or have been read) the program guidelines, and that they understand and consent to the expectations regarding abiding by the program guidelines.

**PERSONNEL**

47. Contractors operating 15 or more Bridge Housing beds must have at least one master level staff (MSW/MFT, or similar) to: assist with crisis intervention; oversee case coordination; provide regular clinical supervision to all case management staff; and regular training with other operations staff, i.e. security guards. Licensed clinician must be available at a minimum of 1 day per week and on-call as needed.

47.1 Contractors must provide professional license of clinician on staff to [interimhousing@lahsa.org](mailto:interimhousing@lahsa.org) within 7 days of hire.

48. Contractor must ensure that all staff and volunteers that are contracted to provide services specifically target to serving transition age youth must be fingerprinted and pass a criminal background (Live Scan) check before working/ interacting with any youth who are served in the program.
49. Contractor must provide twenty-four (24) hour residential management and security services by qualified staff to ensure the safety of all participants and staff.

<b>APPENDIX I. Eligibility for Adults and Youth</b>								
<b>Funding</b>	<b>City CDBG/ESG/GF</b>	<b>County ESG/GF E8/CESH/HEAP</b>	<b>B7</b>					
<b>Program Model</b>	<b>Bridge Housing</b>	<b>Bridge Housing</b>	<b>B7 Bridge Housing</b>					
<b>Participant Identification</b>	<ul style="list-style-type: none"> <li>• Participants are required to have a form of identification on file.</li> <li>• If a participant does not have an identification card at the time of the program screening, Contractor must not deny the participant entry to the program rather assist the participant in obtaining an identification card.</li> <li>• <b>Category [A]</b> are acceptable forms of government issued photo identification cards.</li> <li>• If the participant does not have any of the acceptable identification cards listed in <b>Category [A]</b> they may provide one acceptable form of alternative photo identification in <b>Category [B]</b> along with one acceptable non-photo form of identification in <b>Category [C]</b> to meet the government issue identification requirement.</li> <li>• A copy of a social security card is <b>NOT</b> required for the program.</li> </ul>							
	<table border="1"> <thead> <tr> <th><b>[Category A] Government issued photo Identification Card (ID)</b></th> <th><b>[Category B] Alternative Forms of acceptable photo Identification Card (ID)</b></th> <th><b>[Category C] Alternative Forms of acceptable non-photo Identification</b></th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>• State-issued DMV ID</li> <li>• State-issued DMV Driver's license</li> <li>• Passport/ Passport Card</li> <li>• US Military ID</li> <li>• Immigration Services (USCIS) ID</li> <li>• Visa issued by department of state</li> <li>• Government issued ID</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Student ID</li> <li>• Shelter ID</li> <li>• Employment ID</li> <li>• Bank/ Debit/ Credit Card</li> <li>• Transportation Card (METRO)</li> <li>• Library Card</li> <li>• Gym Membership Card</li> <li>• Warehouse Membership Card</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Birth certificate</li> <li>• Utility Bill</li> <li>• Lease/ rental contract</li> <li>• School Records</li> <li>• Medical / Dental insurance card</li> <li>• Debit/ bank card</li> <li>• Credit card</li> <li>• Legal records/ court documentation</li> <li>• Tax Identification Number/ Paperwork (TIN)</li> <li>• Social Security card</li> <li>• American Automobile Association (AAA) card</li> <li>• American Association of Retired Persons (AARP)</li> </ul> </td> </tr> </tbody> </table>	<b>[Category A] Government issued photo Identification Card (ID)</b>	<b>[Category B] Alternative Forms of acceptable photo Identification Card (ID)</b>	<b>[Category C] Alternative Forms of acceptable non-photo Identification</b>	<ul style="list-style-type: none"> <li>• State-issued DMV ID</li> <li>• State-issued DMV Driver's license</li> <li>• Passport/ Passport Card</li> <li>• US Military ID</li> <li>• Immigration Services (USCIS) ID</li> <li>• Visa issued by department of state</li> <li>• Government issued ID</li> </ul>	<ul style="list-style-type: none"> <li>• Student ID</li> <li>• Shelter ID</li> <li>• Employment ID</li> <li>• Bank/ Debit/ Credit Card</li> <li>• Transportation Card (METRO)</li> <li>• Library Card</li> <li>• Gym Membership Card</li> <li>• Warehouse Membership Card</li> </ul>	<ul style="list-style-type: none"> <li>• Birth certificate</li> <li>• Utility Bill</li> <li>• Lease/ rental contract</li> <li>• School Records</li> <li>• Medical / Dental insurance card</li> <li>• Debit/ bank card</li> <li>• Credit card</li> <li>• Legal records/ court documentation</li> <li>• Tax Identification Number/ Paperwork (TIN)</li> <li>• Social Security card</li> <li>• American Automobile Association (AAA) card</li> <li>• American Association of Retired Persons (AARP)</li> </ul>	<b>OR</b>
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**APPENDIX I. Eligibility for Adults and Youth**

Funding	City CDBG/ESG/GF	County ESG/GF EB/CESH/HEAP	B7
Program Model	Bridge Housing	Bridge Housing	B7 Bridge Housing
Population Served & Eligibility	<p>High-acuity homeless individuals with a Priority Result of three (3) and Mid-acuity homeless individuals with a Priority Score of two (2) identified through CES</p> <p style="text-align: center;"><b>AND</b></p> <p>matched to safe and supportive housing.</p> <p style="text-align: center;"><b>OR</b></p> <p>High-acuity homeless individuals with a Priority result of three (3) on the VI-SPDAT or the Next Step Tool who have not yet been matched to safe and supportive housing.</p>	<p>High-acuity homeless individuals with a Priority Result of three (3) and Mid-acuity homeless individuals with a Priority Result of two (2) identified through CES</p> <p style="text-align: center;"><b>AND</b></p> <p>matched to safe and supportive housing.</p> <p style="text-align: center;"><b>OR</b></p> <p>High-acuity homeless individuals with a Priority result of three (3) on the VI-SPDAT or the Next Step Tool who have not yet been matched to safe and supportive housing.</p>	<p>Individuals over the age of eighteen (18+) who have exited an institution (hospital, jail/prison, etc.).</p> <p>For a description of these terms, see <b>Appendix II.</b></p>

<p><b>Homeless Status</b></p>	<p>Participants must be determined to be homeless (Categories 1 &amp; 4) per United States Department of Housing and Urban Development (HUD)'s final rule on "defining homeless" (24 CFR Part 578)</p> <p><b>Category 1: Literal Homeless-</b> An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:</p> <ul style="list-style-type: none"> <li>i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground);</li> <li>ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (Emergency shelter, transitional housing, motel/motel paid by government or charitable organization); <u>or</u></li> <li>iii. Exiting an institution where (s)he has resided for 90 days or less <b>AND</b> were residing in an emergency shelter or place not meant for human habitation immediately before entering institution. Examples of Institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility.</li> </ul> <p><b>Category 4: Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:</b></p> <ul style="list-style-type: none"> <li>i. Have no identified residence, resources or support networks; <b>AND</b></li> <li>ii. Lack the resources and support networks needed to obtain other permanent housing.</li> </ul>
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**APPENDIX I. Eligibility for Adults and Youth**

Funding	City CDBG/ESG/GF	County ESG/GF EB/CESH/HEAP	B7
Program Model	Bridge Housing	Bridge Housing	B7 Bridge Housing
<b>Homeless Verification</b>	<p>Participants must have their Homeless status documented using either a HMIS Client Summary Report or the LA COC Homeless Certification forms.</p> <p>Providers seeking to document a client's homelessness (Category 1 or Category 4) should first run the participant's Client Summary report on HMIS. If the Client Summary Report verifies the individual is actively in a homeless program within seven (7) days, the provider may print the HMIS Client Summary Report and place in the participant's file. If the Client Summary does not show the client met/meets the Category 1 or Category 4 definition within the last seven (7) days, the provider will need to use one of the universal forms to document a client's homelessness at program entry.</p> <p>The LA COC Homeless Certification forms include the following:</p> <ul style="list-style-type: none"> <li>• Observation of Homeless Status Form- Form 2199</li> <li>• Third Party Verification of Homeless Status Form-Form 1444</li> <li>• Self-Certification of Homeless Status Form- Form 1448</li> </ul>		
<b>Geography</b>	<p>Participants must be current residents of the County of Los Angeles. If the person reports that they slept within the County of Los Angeles the night previous to assessment they would be considered a current resident of Los Angeles.</p>		
<b>Population Appropriate CES Survey</b>	<ul style="list-style-type: none"> <li>• CES Survey Packet for Adults, OR CES Survey for Youth</li> <li>• Must be completed and entered into HMIS within three (3) business days of program enrollment, if not previously administered.</li> </ul>		
<b>Length of Stay</b>	<ul style="list-style-type: none"> <li>• Bridge Housing has no time limit. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible.</li> <li>• The total length of stay can and should be individually determined, based on the participant's need.</li> <li>• Contractor must complete the Bridge Housing Extension form located on the LAHSA website. The form must be placed in the participant's master file.</li> </ul>		
<b>Program Extensions</b>	<p><b>Program Extensions are done by the Contractor after a ninety (90) day stay.</b></p> <ul style="list-style-type: none"> <li>• Once a participant has resided in the Bridge Housing program for ninety (90) days, the Contractor can grant an extension for the participant for 90-day increments. Staff must complete the LAHSA approved Bridge Housing Extension form with the participant and place the form in the participant's master file.</li> <li>• After two-hundred and seventy (270) days in the program, the Contractor must submit the LAHSA Bridge Housing Extension request via MyOrg, to extend the participant's length of time in the program. Once submitted, the extension request will be reviewed by LAHSA. If approval for the extension is granted, a copy of the extension must be printed from MyOrg and placed in the participant's file.</li> </ul>		
<b>Ongoing Eligibility</b>	<p><b>Ongoing eligibility shall be extended for the following reasons:</b></p> <ul style="list-style-type: none"> <li>• Participant is currently matched to a housing resource through the CES, or enrolled in a program, that provides housing search and placement services.</li> <li>• Participant is actively engaging in case management services and working on the goals established in the Housing and Services Plan but not yet connected to a housing resource.</li> <li>• Participant is a priority score 3 and not yet matched to a housing resource.</li> </ul>		

**APPENDIX II. Eligibility and Verification for Adults and Youth Exiting Institutions: B7**

Eligible Institution	Eligible Participant	Acceptable Verification	Exit Length ("look back" period)	Notes
Jail or Prison	Homeless individuals over the age of eighteen (18+) who have been released from jail or prison.	<p>An individual can verify his or her previous status with anyone (1) of the following documents:</p> <ul style="list-style-type: none"> <li>• Letter from Probation officer or Parole</li> <li>• An actual jail document outlining release from incarceration</li> <li>• Minute order from the court</li> <li>• Bail document</li> <li>• Lawyer's letter verifying jail time</li> <li>• LAHSA Self-Certification Form.</li> </ul>	Sixty (60) days. "Look back" period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.
Foster Care	Homeless individuals over the age of eighteen (18+) who have been released from a group home, foster home, or other foster care placement.	<p>An individual can verify his or her previous status with anyone (1) of the following documents:</p> <ul style="list-style-type: none"> <li>• ILP Eligibility Verification Form</li> <li>• Court documents verifying exit (i.e. Emancipation Minute Order)</li> <li>• A letter from the youth's social worker verifying exit</li> <li>• LAHSA Self-Certification Form.</li> </ul>	Sixty (60) days "Look back" period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.
Medical Facility	Homeless individuals over the age of eighteen (18+) who have been released from a medical, behavioral health, or substance abuse treatment facility	<p>An individual can verify his or her previous status with anyone (1) of the following documents:</p> <ul style="list-style-type: none"> <li>• Release form from hospital</li> <li>• Other documents that prove the individual was checked out of a medical facility</li> <li>• LAHSA Self-Certification Form.</li> </ul>	Sixty (60) days "Look back" period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.



**Exhibit A (Continued)**  
**Statement of Work**  
**Part 3 - Performance Targets**  
**Crisis & Bridge Housing - Individuals**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**LAHSA Program Performance Targets and Goals**

*Note: the following Performance Targets are applicable only to those program components that are funded in this contract as specified in the Summary Budget. For program components with Performance Targets specific to a population type – consult Program Profile and/or Summary Budget for applicability.*

Access Centers (all populations)		
No.	Performance Target Details	Target Goal
1.	Clients exited to Successful Housing Destination <ul style="list-style-type: none"> <li>• <i>This target applies only to enrolled clients</i></li> <li>• <i>"Successful Housing Destination" for purposes of Access Centers is defined as including:</i> <ul style="list-style-type: none"> <li>○ <i>Exit to any Permanent Housing destination</i></li> <li>○ <i>Exit to Interim Housing/Transitional Housing</i></li> <li>○ <i>Exit to temporary stay with family and/or friends</i></li> </ul> </li> </ul>	65%

Bridge Housing (Single Adults/Youth only)		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	40%
2.	Occupancy Rate	95%

Bridge Housing (Families Only)		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	55%
2.	Occupancy Rate	95%

Crisis Housing (Single Adults and Youth Only)		
No.	Performance Target Details	Target Goal
1.	Occupancy Rate	95%
2.	Attained Referral to RRH or HSPP	20%
3.	Exited to Successful Housing Destination <ul style="list-style-type: none"> <li>• <i>Successful Housing Destination for Crisis Housing Programs is defined as:</i> <ul style="list-style-type: none"> <li>○ Any exit to Permanent Housing Destination</li> <li>○ Exit to temporary stays with friends and/or family</li> </ul> </li> </ul>	25%

Crisis Housing (Families Only)		
No.	Performance Target Details	Target Goal
1.	Occupancy Rate	95%
2.	Exited to Successful Housing Destination <ul style="list-style-type: none"> <li>• <i>Successful Housing Destination for Crisis Housing Programs is defined as:</i> <ul style="list-style-type: none"> <li>○ Any exit to Permanent Housing Destination</li> <li>○ Exit to temporary stays with friends and/or family</li> </ul> </li> </ul>	40%

Homeless Prevention (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing Destination	75%
3.	Remained Housed after 6 months	80%

Host Homes (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	Retain Housing during the term	90%

Housing Navigation (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Completed Housing Stability plan within 30 days after client enrollment	80%
2.	Exited to a Permanent Housing Destination or Attained Referral for Rapid Rehousing and/or HSPP	60%

Problem-Solving, Staff Specialist (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	Enrolled Households who received Problem-Solving assistance will be "Successfully Housed (Diverted)" without financial assistance	5%

Problem-Solving, Hospital Liaison (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	Enrolled participants with a Problem-Solving Tracking Tool and/or CES Survey entered in HMIS	90%
2.	Assessed participants enrolled in at least one CES program (Crisis Housing, Bridge Housing, TH, RRH, Housing Navigation) and/or matched in RMS <ul style="list-style-type: none"> <li>• <i>of those participants not diverted</i></li> </ul>	50%

Problem-Solving, Campus Peer Liaison (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	CES Survey for Youth Completed <ul style="list-style-type: none"> <li>• <i>of those participants not diverted</i></li> </ul>	90%
2.	Assessed participants enrolled in at least one CES program (Crisis Housing, Bridge Housing, TH, RRH, Housing Navigation, YFR, Host Home) <ul style="list-style-type: none"> <li>• <i>of those participants not diverted</i></li> </ul>	50%

Problem-Solving, DCFS/Probation Liaison (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	CES Survey for Youth Completed <ul style="list-style-type: none"> <li>• of those participants not diverted</li> </ul>	90%
2.	Assessed participants enrolled in at least one CES program (Crisis Housing, Bridge Housing, TH, RRH, Housing Navigation, YFR, Host Home) <ul style="list-style-type: none"> <li>• of those participants not diverted</li> </ul>	50%

Problem-Solving, Motel Specialist (all populations as applicable)		
No.	Performance Target Details	Target Goal
1.	Enrolled Households who received Problem-Solving assistance will be "Successfully Housed (Diverted)" with or without financial assistance	10%

Rapid Rehousing (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Moved into housing within 120 days of program enrollment	70%
2.	Remained housed after 6 months of housing placement	85%
3.	Exited to Permanent Housing Destination	60%
4.	Increased income from all sources	15%

Safe Haven (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Increase income from all sources	15%
2.	Remained in Safe Haven or Exited to Permanent Housing Destination	80%

Street Outreach (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Individuals engaged <ul style="list-style-type: none"> <li>• <i>of those individuals who have been contacted</i></li> </ul>	70%
2.	Individuals provided services and/or successfully attained any referral <ul style="list-style-type: none"> <li>• <i>of those engaged</i></li> </ul>	75%
3.	Individuals who successfully attained a referral to an interim housing resource (Crisis Housing or Bridge Housing) <ul style="list-style-type: none"> <li>• <i>of those engaged</i></li> </ul>	10%
4.	Individuals who are matched successfully to a permanent housing resource <ul style="list-style-type: none"> <li>• <i>of those engaged</i></li> </ul>	7%
5.	Individuals moved into housing or exited to a Permanent Housing Destination	5%

Transitional Housing (TAY Singles Only)		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing Destination	50%
2.	Occupancy rate	95%

Transitional Housing (TAY Families Only)		
No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing Destination	80%
2.	Increased Income from all sources	15%
3.	Occupancy rate	95%

Winter Shelter (applicable to all populations)		
No.	Performance Target Details	Target Goal
1.	Occupancy Rate	95%
2.	CES Assessment Completed <ul style="list-style-type: none"> <li>• <i>this target applies only to those clients who, upon enrollment in the program, have not had a CES Assessment completed</i></li> </ul>	20%
3.	Exited to Successful Housing Destination <ul style="list-style-type: none"> <li>• <i>"Successful Housing Destination" for purposes of Winter Shelter programs is defined as included:</i> <ul style="list-style-type: none"> <li>○ <i>Exit to any Permanent Housing Destination</i></li> <li>○ <i>Exit to any Interim Housing Destination</i></li> <li>○ <i>Exit to temporary stays with family or friends</i></li> </ul> </li> </ul>	15%

Youth Family Reconnection		
No.	Performance Target Details	Target Goal
1.	Exits to Permanent Housing Destination	50%

**Exhibit B  
Program Budget  
(On Next Page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



Agency Name: City of Long Beach  
 Program Name: Long Beach Year Round Shelter  
 Contract Number: 202020CBH105  
 Contract Dates: 07/01/20-6/30/21  
 Funding Source: CoC HEAP \$ 1,679,000  
 Total Award: \$ 1,679,000

Funding Allocation - By Funding Source/Contract

Program Component	CoC HEAP E8	Total
Crisis Housing	\$ 584,000	\$ 584,000
Bridge Housing	\$ 1,095,000	\$ 1,095,000
<b>Total</b>	<b>\$ 1,679,000</b>	<b>\$ 1,679,000</b>

Funding Term - Dates

Program Component	CoC HEAP E8
Crisis Housing	07/01/20-6/30/21
Bridge Housing	07/01/20-6/30/21

Funding Allocation Updated: 7/1/20

**Appendix 1**  
**Advance Payments**

In order to facilitate Contractor's cash flow exigencies, as determined by LAHSA, Contractor may request an initial advance of each Fiscal Year's Annual Maximum Contract Amount up to the amount specified as the applicable Eligible Advance Multiplier for the Funded Program, as listed in the Table below. The submitted request may be approved by LAHSA in writing, at LAHSA's sole discretion. Said advance shall be based solely upon Contractor's actual expenditures authorized under this Agreement and in accordance with the Program Budget. Advance payments to Contractor are subject to the following conditions:

1. LAHSA may permit an advance payment based on documented cash flow needs of Contractor and in accordance with LAHSA management policies. Such funds shall be deposited in a bank insured by the Federal Deposit Insurance Corporation.
2. Contractor's request for advance funds shall be made by submitting a written invoice as required herein and all documentation and information as required by LAHSA. Said request shall be submitted to LAHSA no later than the fifteenth (15th) calendar day of the preceding month in which the services will be provided.
3. LAHSA shall recoup the advance provided to Contractor in accordance with the Advance Recoupment (Repayment) Schedule listed in the Table below, by disbursing the advance funds requested less the cash on hand maintained by Contractor at the time of invoice submittal.
4. If LAHSA determines that funds advanced to Contractor are in excess of the amount actually required by Contractor, Contractor shall immediately return said funds to LAHSA.
5. Contractor's failure to perform in accordance with the terms of this Agreement shall result in Contractor returning all unearned advances to LAHSA.
6. If any interest is earned on advances under this Agreement, it is to be regarded as Program income, must be identified on the monthly invoice, and must be returned to LAHSA quarterly by separate check made payable to LAHSA.
7. If this Contract terminates sooner for any reason provided for in this Contract, LAHSA may recoup any advances from Contractor's invoices that were received up to 90 days prior to the termination date. If any additional recouping is necessary after the final invoice is received, Contractor shall pay the balance to LAHSA within ten (10) business days of LAHSA's request.

Funding Source	Funding Agency	Funding Type	Eligible Advance (based on 12-month contract)	Advance Recapture Schedule	Subrecipient Indirect Cost Rate (%)	
Federal	Housing and Urban Development (HUD)	Continuum of Care Program (CoC)	N/A	N/A	Up to 10% of Modified Total Direct Costs upon approval	
State	The Business, Consumer Services and Housing Agency (BCSH)	CoC Homeless Emergency Aid Program (HEAP)	25%	Annually beginning first billing (12-month period)	Up to 12% of Modified Total Direct Costs	
		CoC Homeless Housing Assistance Programs	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs	
		California Department of Housing and Community Development (HCD)	California Emergency Solutions and Housing (CESH)	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs
County	County of Los Angeles - CEO	Measure 11- Homeless Initiative (HI) Strategies	25%	Special provisions to be determined	Up to 12% of Modified Total Direct Costs	
		General Funds (GF) (i.e., YRP, ISF, CES, WSP)	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs	
		Corona Virus Relief Funds	As dictated by Supervisorial District		Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs
		Supervisorial District Funds (SD Funds)				
		• Capital Projects				
		• Services / Operations				
		• Special Projects				
		Housing Support Program (HSP) Non-WIW	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs	
		CalWORKs Single Allocation (SA) WIW	N/A	N/A	N/A	Up to 10% of Modified Total Direct Costs
		Independent Living Program (ILP)	N/A	N/A	N/A	Up to 10% of Modified Total Direct Costs
County	Department of Children and Family Services (DCFS)	Adult Protective Services- Home Safe Program	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs	
		Emergency Solutions Grant (ESG) Federal	N/A	N/A	Up to 10% of Modified Total Direct Costs	
		Emergency Solutions Grant (ESG) State	N/A	N/A	Up to 10% of Modified Total Direct Costs	
		General Funds (GF)				
City	Los Angeles Housing + Community Investment Department (HCID)	Emergency Solutions Grant (ESG)				
		Homeless Emergency Aid Program (HEAP)	17%	Annually beginning first billing (12-month period)	Up to 10% of Modified Total Direct Costs	
		Homeless Housing Assistance Program (HHAP)				
		COVID-19 Relief Funds				
		Community Development Block Grant (CDBG)				
		Community Development Block Grant (CDBG)				

**Exhibit C  
Authorization to Execute Agreements  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



# Los Angeles Homeless Services Authority

a joint powers authority of the city & county of los angeles

## Authorization to Execute Agreements

### Name and Address of Contractor

City of Long Beach - 411 W. Ocean Blvd Long Beach, Ca 90802

At a Board Meeting held on \_\_\_\_\_, the Board of \_\_\_\_\_ duly adopted a resolution authorizing the following persons to execute contracts, amendments, addendums, and change notices\* on behalf of Contractor.

Contractor agrees to notify LAHSA in writing within ten (10) days of any changes in the authority granted herein.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Thomas B. Modica	City Manager	<i>Sandra J. Jackson</i>
2.	EXECUTED PURSUANT	
3.	TO SECTION 301 OF	
	THE CITY CHARTER	APPROVED AS TO FORM
4.		<u>Aug. 28</u> , 20 <u>20</u>
		CHARLES PARKIN, City Attorney
5.		By <i>[Signature]</i>
6.		ARTURO D. SANCHEZ DEPUTY CITY ATTORNEY

CHAIRPERSON

SIGNATURE

DATE

N/A

\* If neither is applicable, strike out

**Exhibit D  
Authorization to Sign Invoices  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



# Los Angeles Homeless Services Authority

a joint powers authority of the city & county of los angeles

## Authorization to Sign Invoices

### Name and Address of Contractor

City of Long Beach - 411 W. Ocean Blvd. Long Beach, Ca 90802

Contractor authorizes the following persons to sign invoices for advances and / or reimbursements on behalf of City of Long Beach

Contractor agrees to notify LAHSA in writing within ten (10) days of any changes in the authority granted herein.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Erica Valencia-Adachi	Special Projects Officer	<i>Erica Valencia-Adachi</i>
2. Paul Duncan	Homeless Services Officer	<i>Paul Duncan</i>
3. Nerissa Mojica	Financial Services Officer	<i>Nerissa Mojica</i>
4. Kelly Colopy	Director	<i>Kelly Colopy</i>
5.		
6.		

CHAIRPERSON

SIGNATURE

DATE

\* If neither is applicable, strike out

Please provide names and signatures of not less than 2 signatories.

**Exhibit E**  
**Authorization For Direct Deposits**  
**Automated Clearing House Credits ("ACH")**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**





# Los Angeles Homeless Services Authority

a joint powers authority of the city & county of los angeles

## Authorization For Direct Deposits Automated Clearing House Credits ("ACH")

Effective Date: \_\_\_\_\_

Agency/Contractor Name: City of Long Beach

- A. Information current and on file (NOTE: If this box is checked, please skip Section B. below and proceed to signature line at bottom of page).
- B. I (we) hereby authorize Los Angeles Homeless Services Authority, hereinafter called "LAHSA" to initiate credit entries for the purpose of payment to my account (our).

Select one:

Checking Account, or  
 Savings Account

Indicated below, at the depository Financial Institution named below, and credit same such account. I (we) acknowledge that the authority will remain in effect until an authorized signature of my agency or LAHSA at their discretion has cancelled it in writing; and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution MUGF Union Bank, N.A. Branch Los Angeles, CA

City Long Beach State CA Zip 90802

Routing Number 122000496 Acct. No 33562980

\*Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

If you change banks or accounts, please provide written notice at least thirty (30) days in advance.

Authorization:

This authorization is to remain in full force and effect until LAHSA and the Financial Institution have had all reasonable opportunity to act upon a written request for cancellation.

Nerissa.Mojica@LongBeach.Gov  
E-mail Address

Nerissa Mojica, Financial Services Officer  
Print Name and Title

Signature 

Date 8/20/2020

**Exhibit F**  
**Certification Regarding Compliance With Americans With Disabilities Act**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Certification Regarding Compliance With Americans With Disabilities Act**

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

Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq, and it's implementing regulations ("ADA") and the American with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325 and all subsequent amendments.

Contractor will ensure that persons with disabilities have equal access to participate in programs and services. Contractor will provide reasonable accommodations to allow individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA and the ADAAA.

Contractor will not discriminate against persons with disabilities or against persons who have a relationship with or association with a person with a disability.

Contractor will adopt and implement LAHSA's policies and procedures addressing disabled individuals who use service animals.

Contractor will designate staff to participate in periodic mandatory training sessions on ADA compliance; including training regarding addressing disabled individuals who use service animals.

Contractor will require that the ADA and ADAAA compliance language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and other agreements under grants, loans and cooperative agreements) and that all subgrantees shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction

**Contractor:**

City of Long Beach  
Name and Title

8/18/2020  
DATE

**NAME & TITLE OF AUTHORIZED ADA COMPLIANCE REPRESENTATIVE:**

Thomas B. Modica  
NAME

City Manager  
TITLE

**Exhibit G**  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

**Instructions for Certification**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities.

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person with whom this Agreement is entered into, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(continued)  
**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions**

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**Contractor:**

**Name and Title of Authorized Representative**

<u>Sendra J. Tatum for</u> SIGNATURE	<u>August 28, 2020</u> EXECUTED PURSUANT DATE
<u>Thomas B. Modica - City Manager</u> NAME & TITLE	TO SECTION 301 OF THE CITY CHARTER

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By   
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY



COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES

700 W. Main Street, Alhambra, CA 91801  
Telephone: (626) 262-4511  
TDD: (626) 943-3898  
[www.lacdc.org](http://www.lacdc.org)

Commissioners

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

Monique King-Viehlend  
Acting Executive Director

COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO 93-0031 CERTIFICATION

Name of Firm: City of Long Beach

Date: 8/20/2020

Address: 411 W Ocean Blvd, Long Beach, CA 90802

Phone #: 562-570-4000

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to LAHSA and the County of Los Angeles:

1. It is understood that each person/entity/firm who applies for a County funded contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
3. That all persons/entities/firm who seeks a County funded contract shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

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 County funded contract with LAHSA.

Thomas B. Modica  
NAME  
Sandra J. Inturn for  
SIGNATURE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

City Manager  
TITLE  
August 28, 2020  
DATE

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit H**  
**County Certification and Disclosure Regarding Lobbying**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



Aug. 28, 2020  
CHARLES PARKIN, City Attorney

Exhibit H  
Certification Regarding Lobbying

By   
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

*Certification for Contracts, Grants, Loans and Cooperative Agreements*

Contractor and each lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (Ordinance 93-0031), retained by Contractor, shall fully comply with the requirements as set forth in said County Code. Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of Contractor will comply with the County Code.

Failure on the part of Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirements shall constitute a material breach of the contract upon which the LAHSA may immediately terminate this Agreement, and Contractor shall be liable in a civil action.

Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of 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 the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Contractor must certify in writing that it are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Contractor will comply with the Lobbyist Requirements.

Failure on the part of Contractor or persons/subcontractors acting on behalf of Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

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

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Contractor: City of Long Beach

Agreement Number: 2020CBH105

NAME & TITLE OF AUTHORIZED REPRESENTATIVE: Thomas B. Modica, City Manager

Linda J. Saturn  
SIGNATURE

August 28, 2020  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

**Exhibit I**  
**Certification of No Conflict of Interest**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Exhibit I**  
**Certification of No Conflict of Interest**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Thomas B. Modica, City Manager  
Authorized Official's Printed Name and Title

*Sinda J. Johnson for* EXECUTED PURSUANT  
Authorized Official's Signature TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney  
By *[Signature]*  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit J  
Grounds For Rejection  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Grounds For Rejection**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Thomas B. Modica - City Manager  
Authorized Official's Name and Title

Sinda J. Satrom EXECUTED PURSUANT August 28, 2020  
Authorized Official's Signature TO SECTION 301 OF Date  
THE CITY CHARTER

APPROVED AS TO FORM  
Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit K**  
**Certification of Compliance With Equal Benefits Ordinance**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**COMPLIANCE**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 - Fax: (213) 847-2777

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: \_\_\_\_\_ Contact/Phone: \_\_\_\_\_

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach

Company Address: 411 W Ocean Blvd.

City: Long Beach State: CA Zip: 90802

Contact Person: Jodie Griner Phone: 562-570-3304 Fax: 562-570-4049

I am a one-person contractor, and I have no employees.  Yes  No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 6,000

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation?  Yes  No  
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit Is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMPLIANCE**

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. **Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. **Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. **Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

**SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT**  
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

**DECLARATION UNDER PENALTY OF PERJURY**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28 day of August, in the year 2020, at LONG BEACH, CA  
(City) (State)

Linda J. Johnson EXECUTED PURSUANT  
Signature TO SECTION 301 OF THE CITY CHARTER  
Mailing Address

Thomas B. Modica Long Beach, CA 90802  
Name of Signatory (please print) City, State, Zip Code

City Manager 95-6000733  
Title Federal ID Number

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

Form OCC/EBO-1 (Rev. 06/06) By [Signature]  
ARTURO D. SANCHEZ  
CITY ATTORNEY



## COMPLIANCE

CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

### DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

**Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

**Pension/401(k) Plans:** Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

**Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

**Employee Assistance Program (EAP):** The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

**Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.

**Exhibit L  
Contractor's EEO Certification  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

Contractor's EEO Certification

City of Long Beach
Contractor Name
411 W. Ocean Blvd.
Address
Internal Revenue Service Employer Identification Number: 95-6000733

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes [X] No [ ]
2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes [X] No [ ]
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes [X] No [ ]
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes [X] No [ ]

Thomas B. Modica - City Manager

Authorized Official's Printed Name and Title

Sinda F. Johnson
Authorized Official's Signature

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER August 28, 2020 Date

APPROVED AS TO FORM

Aug. 28, 2020
CHARLES PARKIN, City Attorney

By Arturo D. Sanchez
DEPUTY CITY ATTORNEY

**Exhibit M**  
**Contractor Acknowledgement and Confidentiality Agreement**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

## **Contractor Acknowledgement and Confidentiality Agreement**

**Contractor:** City of Long Beach

### **GENERAL INFORMATION:**

Contractor referenced above has entered into a contract with LAHSA and the County of Los Angeles to provide certain services. LAHSA and the County require the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced Agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of LAHSA or the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from LAHSA or the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from LAHSA or the County of Los Angeles pursuant to any agreement between any person or entity and LAHSA or the County of Los Angeles.

### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by LAHSA and the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LAHSA and the County of Los Angeles. LAHSA and the County have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in LAHSA/County work, LAHSA and the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for LAHSA and the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and LAHSA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LAHSA.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LAHSA or the County, design concepts, algorithms, Programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or LAHSA/County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that LAHSA and the County of Los Angeles may seek all possible legal redress.

Signature:                     *Luada J. Johnson*                    

Date: 8 / 28 / 2020

Thomas B. Modica - City Manager  
Name and Title

APPROVED AS TO FORM

                    *Aug. 28*                    , 2020  
CHARLES PARKIN, City Attorney

By                     *[Signature]*                      
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit N**  
**Contractor's Non-Employee Acknowledgement and Confidentiality**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Contractor's Non-Employee Acknowledgement and Confidentiality**

**Agreement Number:** 2020CBH105

**Contractor:** City of Long Beach

**GENERAL INFORMATION:**

The Contractor referenced above has entered into an agreement with LAHSA to provide certain services. LAHSA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that Contractor referenced has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of LAHSA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA by virtue of my performance of work pursuant to the Agreement. I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between any person or entity and LAHSA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Agreement is contingent upon my passing, to LAHSA's satisfaction, any and all such investigations. I understand and agree that my failure to pass, to LAHSA's satisfaction, any such investigation shall result in my immediate release from performance under this and/or any future agreement.

**CONFIDENTIALITY AGREEMENT:**

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to Agreement. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created, or provided to or by me under the Agreement. I agree to protect these confidential materials against disclosure to other than Contractor or LAHSA employees who have a need to know the information. I agree that if proprietary information supplied by third parties is provided to me, I shall keep such information confidential.

I agree to report to Contractor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials upon completion of services for Contractor or termination of my services hereunder, whichever occurs first.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Contractor's Non-Employee Name: \_\_\_\_\_

(Note: This Non-Employee Acknowledgement and Confidentiality Agreement must be signed and returned to LAHSA with Contractor's executed Agreement. Work cannot begin on the Contract until County receives this executed document.)



**Exhibit O**  
**Contractor Employee Jury Service Program and Certification and**  
**Applicable Sections of the Los Angeles County Code**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**Contractor Employee Jury Service Program and Certification and  
Applicable Sections of the Los Angeles County Code**

**Los Angeles County Code, Title 2 ADMINISTRATION**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay.

Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

9. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - i) The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - ii) The contractor has a long-standing practice that defines the lesser number of hours as full time.
10. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

- A. **Administration.** The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. **Compliance Certification.** At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the board of supervisors the termination of the contract; and/or,
- B. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.
- D. "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.
- E. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

(continued)  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	City of Long Beach
Company Address:	411 W Ocean Blvd, Long Beach, CA 90802
Telephone Number:	562-570-4581
Solicitation For (Type of Goods or Services):	

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II - Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Thomas B. Modica

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

Thomas B. Modica

August 28, 2020

Signature:

**APPROVED AS TO FORM**

Date:

Aug. 28, 2020  
**CHARLES PARKIN, City Attorney**

By

Arturo D. Sanchez  
**ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY**

**Exhibit P**  
**Certification of Compliance With County's Defaulted Tax Reduction Program**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**REQUIRED FORMS \_\_ EXHIBIT \_\_**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: City of Long Beach		
Company Address: 411 W Ocean Blvd.		
City: Long Beach	State: CA	Zip Code: 90802
Telephone Number: 562-570-4581	Email address:	
Solicitation/Contract For <u>Homeless</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

The City is EXEMPT from property tax on city owned Parcels.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Thomas B. Modica	Title: City Manager
Signature: <i>Thomas B. Modica</i>	Date: <i>August 28, 2020</i>

Date: \_\_\_\_\_ EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By *[Signature]*  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit Q  
Charitable Contributions Certification  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



Charitable Contributions Certification

City of Long Beach

Company Name:

411 W. Ocean Blvd.

Address:

Internal Revenue Service Employer Identification Number:

California Registry of Charitable Trusts "CT" number (if applicable):

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

[x] Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

[ ] Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Senda J. Jahrom, pro  
Signature

August 28, 2020  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Thomas B. Modica  
Name and Title of Signer

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit R  
HMIS Compliance Certification  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

### **HMIS Compliance Certification**

Contractor certifies, by signing this document, that Contractor shall participate in the Los Angeles CoC HMIS and comply with the following HMIS requirements:

Contractor is required to enter all new participant data into the Los Angeles CoC's HMIS no later than three (3) business days after accepting the participant into Contractor's program. This data includes all demographic and economic profile data, as well as housing/homelessness status.

For Contractor's providing Short Term Crisis Housing (Emergency Shelter), Medium Term Crisis Housing (Transitional Housing), Reserved Crisis Housing (Bridge Housing) or Permanent Housing Contractor must enter accurate bed assignment and utilization data into the Los Angeles CoC's HMIS to support the operation of the HMIS Dashboard system, on a daily basis.

Contractor is required to enter all current participant data into the Los Angeles CoC's HMIS no later than three (3) business days after any "client activity" or "event". "Client activity" is defined as client utilization of any services offered by the program, such as case management or meals. "Event" is defined as the accomplishment of a milestone, a change in the client's demographic or economic profile, or program exit and exit status.

All data pertaining to a specific quarterly or annual report must be entered no later than three (3) business days after the end of its specified reporting period. Contractor shall run and validate results of quarterly and annual reports on a monthly basis to ensure data for the reports is monitored throughout the report period.

If Contractor is unable to generate electronic quarterly or annual reports with satisfactory results, then Contractor must report that to LAHSA at least two (2) weeks prior to the quarter end date and at least one (1) month prior to the Agreement end date.

Contractor shall run data quality reports as deemed necessary by LAHSA and validate results on a weekly basis to ensure data is usable for continuum wide reporting by the Los Angeles CoC's HMIS system to stakeholders and government entities.

Any requests by Contractor to open or delete client files on the Los Angeles CoC's HMIS must be submitted throughout the program year, and at least five (5) business days prior to the end of any reporting period. Due to the timeliness requirements of all quarterly and annual reports, LAHSA reserves the right to refuse requests for technical assistance of unreasonable size and scope from four (4) business days before the end of a reporting period and up to thirty (30) days afterwards. The unreasonableness of any technical assistance requests during this period will be determined by the assigned Los Angeles CoC's HMIS data analyst with confirmation from his or her manager.

Contractor must respond within one (1) business day to any remedies proposed by LAHSA regarding user data errors or quarterly or annual report inconsistencies. A valid response includes recognition of the issue brought forward by LAHSA and the proposal of an action plan by Contractor for implementing the remedy.

Contractor shall complete and provide to LAHSA all HMIS forms, including but not limited to the Program Set Up Form and the Bed/Room Assignment Chart, no later than three (3) business days of receipt of such forms.

**HMIS Compliance Certification (Continued)**

Contractor must ensure that all data entered into HMIS, or HMIS tools, is accurate and entered in a manner consistent with the HMIS training provided by LAHSA. If any question by Contractor arises regarding the process for entering data into HMIS, it is Contractor's responsibility to contact the LAHSA HMIS Department to schedule training courses. Contractor shall schedule such training courses with LAHSA in a timely manner. Contractor acknowledges, however, that LAHSA reserves the right to refuse requests for training from four (4) business days before the end of a reporting period and up to thirty (30) days afterwards. Thus, Contractor shall avoid scheduling such trainings at these aforementioned times.

Contractor agrees that as LAHSA updates this HMIS Compliance Certification from time to time as necessary to reflect the up-dates and changes to HMIS, Contractor shall accept renewals of this Exhibit through written confirmation and Contractor's re-certification and signing of this form, without requiring a formal Amendment to this Agreement.

Contractor must assign an HMIS Representative on behalf of Contractor who shall serve as the Contractor's main point of contact for all HMIS related issues.

HMIS Representative: Michelle Mel-Duch, Administrative Coordinator  
Printed Name and Title of HMIS Representative

562-570-4505  
Contact Phone Number

michelle.mel-duch@longbeach.gov  
Contact E-mail Address

Authorized Signature: Thomas B. Modica - City Manager  
Name and Title:

*Sandra J. Jarama for*

Date

August 28, 2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By

*[Signature]*  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit S  
Insurance Requirements  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

## Insurance Requirements

The following coverages noted with an "X" are required with the Combined Single Limits ("CSL") as noted on the right.

**Limits**

<input checked="" type="checkbox"/>	Worker's Compensation		Statutory
<input checked="" type="checkbox"/>	Employer's Liability		<u>\$1,000,000.00</u>
<input type="checkbox"/>	Broad Form All States Endorsement		
<input type="checkbox"/>	Voluntary Compensation Endorsement		
<input type="checkbox"/>	Longshoremen's and Harbor Worker Workers' Compensation Act Endorsement		
<input checked="" type="checkbox"/>	Commercial General Liability		<u>\$2,000,000.00</u>
<input checked="" type="checkbox"/>	Premises and Operations	<input type="checkbox"/> Explosion Hazard	
<input checked="" type="checkbox"/>	Contractual Liability	<input type="checkbox"/> Collapse Hazard	
<input checked="" type="checkbox"/>	Independent Contractors	<input type="checkbox"/> Underground Hazard	
<input checked="" type="checkbox"/>	Products/Completed Operations	<input type="checkbox"/> Garagekeepers Legal Liability	
<input type="checkbox"/>	Broad Form Property Damage	<input checked="" type="checkbox"/> Products/Completed Operations Aggregate	\$2,000,000.00
<input type="checkbox"/>	Hired Automobiles	<input type="checkbox"/> Owned Automobiles	
<input type="checkbox"/>	Broad Form Liability Endorsement	<input type="checkbox"/> Non-owned Automobiles	
<input type="checkbox"/>	Fire Legal Liability	<input checked="" type="checkbox"/> Personal and Advertising Injury	\$2,000,000.00
<input type="checkbox"/>	Watercraft Liability	<input checked="" type="checkbox"/> Each Occurrence	\$1,000,000.00
<input checked="" type="checkbox"/>	Privacy/Network Security (Cyber)		
<input checked="" type="checkbox"/>	Automobile Liability (if auto is used for this Schedule)		<u>\$1,000,000.00</u>
<input checked="" type="checkbox"/>	Owned Automobiles		
<input checked="" type="checkbox"/>	Non-Owned Automobiles		
	<b>Professional Liability</b>		
<input checked="" type="checkbox"/>	Sexual Misconduct Liability		<u>\$2,000,000.00</u>
	<b>Property Insurance</b>		\$ _____
<input type="checkbox"/>	Extended Coverage	<input type="checkbox"/> Debris Removal	
<input type="checkbox"/>	Vandalism & Malicious Mischief	<input type="checkbox"/> Sprinkler Leakage	
<input type="checkbox"/>	Flood	<input type="checkbox"/> Windstorm	
<input type="checkbox"/>	Earthquake \$ _____	<input type="checkbox"/> Other	
	<b>Aircraft Liability (Bodily Injury and property Damage)</b>		\$ _____
<input type="checkbox"/>	Passenger Liability (per seat) \$ _____		
	<b>Ocean Marine Liability</b>		\$ _____
<input type="checkbox"/>	Protection and Indemnity	<input type="checkbox"/> Cargo	
<input type="checkbox"/>	Running Down Clause	<input type="checkbox"/> Inchmaree Clause	
<input type="checkbox"/>	Pollution	<input type="checkbox"/> Charter's Legal Liability	
<input type="checkbox"/>	Jones Act	<input type="checkbox"/> Wharfinger's Liability	
<input checked="" type="checkbox"/>	Fidelity Bond or Crime Insurance		<u>\$25,000.00</u>
<input checked="" type="checkbox"/>	Directors and Officers Insurance		<u>\$20% of Schedule amount</u>

Please, refer to Section 37, GENERAL INSURANCE REQUIREMENTS, of this Agreement for specific information regarding language which needs to appear in the certificate of insurance.

**(Continued)**  
**Insurance Requirements**

**Workers' Compensation coverage:** If you have been authorized by the State of California to self-insure Workers' Compensation, a copy of the certificate from the state consenting to -self-insurance- will meet the evidence requirement.

**Acceptable Evidence.** Contractor shall provide LAHSA with a certificate of insurance as form of evidence of insurance. Further, Contractor shall submit a certified copy of the full policy upon request by LAHSA.

**Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements.

**Signature.** Please have an authorized representative of the insurance company manually sign the completed endorsement forms. Signatures must be originals, facsimile (rubber stamp, photocopy, etc.) or initialed signatures will not be accepted.

**Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percent participation.

**Document Reference.** Include reference to this specific Schedule (contract, lease, etc.) or indicate that all such agreements are covered.

**Coverage & Limits.** The coverage's and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.

**Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.

**Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.

**Renewals.** For extensions or renewals of insurance policies which have Los Angeles Homeless Services Authority's Endorsement attached, a renewal endorsement or a certificate (with an original signature) as evidence of continued coverage is acceptable if it includes the statement that the insurance protection afforded Los Angeles Homeless Services Authority has been renewed under the same terms and conditions as previously approved. If the policy or carrier has changed, however, new evidence of insurance must be submitted.

**Exhibit T**  
**Participant Termination and Grievance Policies and Procedures**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**





**CITY OF LONG BEACH  
MULTI-SERVICE CENTER  
CLIENT GRIEVANCE POLICY**

**POLICY**

The Multi-Service Center (MSC) is a unique facility which collocates private and public social service agencies in order to provide integrated, centralized assessment and comprehensive services for homeless individuals and families in Long Beach. The MSC Collaborative recognizes the need for a customer service approach that ensures a level of dignity and respect is upheld for individuals accessing the center. The MSC administration will assist in addressing concerns when clients express dissatisfaction regarding service delivery, or any expression of dissatisfaction of service providers on site. Clients should attempt to resolve their concerns directly with agency staff providing services. If a client's concern cannot be resolved by via the agency providing services, clients are then encouraged to file a written grievance. The grievance will be forwarded to the MSC Coordinator for review and follow up. The following procedures provide guidelines for the systematic receipt, documentation, evaluation, resolution and response to client grievances.

**NON-DISCRIMINATION**

The MSC does not discriminate in the provision of services to anyone and is committed to ensure that no person shall benefit or be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, sexual orientation, or on any other basis inconsistent with federal or state statutes, the City Charter, or City ordinances, resolutions, rules, or regulations.

**GRIEVANCE PROCEDURE**

The following outlines the systematic steps to be taken in order to resolve a grievance:

1. Clients will attempt resolution on their complaint via their primary Case Manager on site.
2. If the client is not satisfied with the outcome or if the grievance involves the Case Manager, the client will be referred to the Agency Supervisor of the staff person with whom the grievance is with for resolution.
3. If no resolution is met at the agency level, a client may then complete a grievance form and submit to the MSC Coordinator. Assistance with completing the form will be given upon request.
4. The MSC Coordinator will attempt to resolve the complaint between the parties involved.
5. Grievances which do not include substantiate information, or provide necessary details to perform a proper investigation, may not be considered for review.
6. The MSC Coordinator will provide the outcome of the resolution to the client within 5 business days.
7. If an acceptable outcome cannot be reached between the client and the MSC Coordinator, the grievance will be forwarded to the Homeless Services Officer for final resolution.

**CLIENT GRIEVANCE**

<b>NAME:</b>
<b>CONTACT INFORMATION:</b>
<b>A. Please provide a summary of the complaint.</b>
<b>B. Please describe how you attempted to resolve this with Agency staff.</b>
<b>C. Please suggest a way you would like the situation resolved.</b>
<b>Client Signature:</b>
<b>Name of staff who received grievance:</b>
<b>Date grievance was filed:</b>

<b>ADMINISTRATIVE REVIEW</b>
<b>Action Taken:</b>
<b>MSC Coordinator name and signature:</b>
<b>Resolution outcome provided to client on the following date:</b>

**Exhibit W  
LAHSA Program Standards  
(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



## 2019-2020 LAHSA Program Standards

These Program Standards (PS) apply to all LAHSA funded contracts for all populations. The System Components Scope of Required Services (SRS) documents will contain contractual requirements specific to the component(s) for which the agency is contracted to provide. The PS and SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, together comprise the entire Statement of Work for the system component(s) being contracted.

### PROGRAM STANDARDS

These program standards are contractual requirements which all programs providing supportive services must adhere to. This document is not a standalone document and is meant to work in conjunction with the System Component SRS's, which may add to, clarify, or supersede any contractual requirements set forth in this document.

### SYSTEM COMPONENT OVERVIEW

All contracts that include supportive services are considered to be components of the Coordinated Entry System (CES), referred to in this document as System Components. The following is a list (although not exhaustive) of System Components: homeless prevention, access centers, outreach, housing navigation, crisis housing, bridge housing, housing location, transitional housing, rapid re-housing, and permanent supportive housing.

### DEFINITIONS

1. **Housing First:** Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the income, resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.
2. **Low Barrier:** Housing First programs do not require persons to prove "housing readiness." There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants' health, education, employment, and other related quality of life determinants. The basic underlying principle of LAHSA's System Components is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all System Components reflect a low-barrier philosophy. Criteria for continued assistance does not include requirements for service participation.
3. **Harm Reduction:** As part of the low-barrier design of LAHSA's System Components, all contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person's continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person's inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

4. **Trauma Informed Care:** All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

#### **UTILIZATION OF THE COORDINATED ENTRY SYSTEM**

5. The Los Angeles CES facilitates the coordination and management of a crisis response system's resources that allows users to make data-informed decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness. CES ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. LAHSA funded System Components are connected and coordinated through the CES in the response to end homelessness.
  - 5.1. Contractor must comply with all applicable procedures in the approved Los Angeles County CES Operations Manual, based on their identified role as a Referral Partner or CES Participating Agency.
  - 5.2. Contractors must participate in the CES and SPA-level coordination and collaboration with the CES lead agencies and CES providers in the SPA in which Contractor is funded to provide services.
  - 5.3. Contractors must integrate their program with the Coordinated Entry System (CES) in their respective SPA by working with the SPA's CES lead agencies and other CES providers to coordinate referrals and services for participants identified through the CES.
  - 5.4. Contractors must accept referrals and/or matches from CES Regional Coordinators and/or CES Matchers, in accordance with any guidance or policies set forth by LAHSA.
    - 5.4.1. Priority may be subject to change through issuance of LAHSA guidance.

#### **COMMUNITY BASED COLLABORATIVE REQUIREMENTS**

6. Contractors must utilize and maintain referral networks with the following list of services in addition to those networks created through the CES (this list is not exhaustive):
  - 6.1. CES Lead Agencies
  - 6.2. CES street and community outreach activities
  - 6.3. CES Case Conferencing Meetings
  - 6.4. LA County Department of Health Services Housing for Health, Housing and Jobs Collaborative, and Countywide Benefits Entitlement Services Team Program
  - 6.5. LA County Department of Mental Health Housing Programs
  - 6.6. LA County Department of Public Social Services
  - 6.7. LA County Department of Children and Family Services
  - 6.8. LA County Department of Probation
  - 6.9. Domestic Violence Providers
  - 6.10. Housing Opportunity for Persons with Aids (HOPWA) Services

- 6.11. Greater Los Angeles and Long Beach Veterans Affairs (VA)
  - 6.12. Mental and Physical Health Services
  - 6.13. Substance Use Abuse Services
  - 6.14. Education Services
  - 6.15. Life Skills
  - 6.16. Legal Services
  - 6.17. Vocational counseling/training
  - 6.18. First Responders
- 7. Contractors must ensure that the Program Director or Senior Program Manager in charge of operations attends and participates in regular mandatory system and service coordination meetings, Learning Communities, and Active Contract Management meetings.
  - 8. Contractors must ensure collaboration and leveraging of resources with Community Partners to provide any additional services that their participants may require.
    - 8.1. Contractors must have formal, written agreements (i.e. Memorandum of Understanding or Memorandum of Agreement) in place with community partners to ensure the provision of these services. Documentation of agreements must be made available to LAHSA upon request.
    - 8.2. Contractors must be able to demonstrate direct and coordinated links to community partners.
  - 9. Contractors must work collaboratively with Veterans Service providers, such as Supportive Services for Veteran Families (SSVF), Housing and Urban Development- Veterans Administration Supportive Housing (HUD-VASH), and Grants and Per Diem (GPD) to assist with the community's goal of ending Veteran homelessness.

#### **CONTRACTOR OBLIGATIONS**

- 10. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and well-being of the participant.
- 11. Connection to domestic violence shelter must be completed via linkages. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off." Contractor must continue to work with and provide support and services to participant until participant is successfully transitioned to the domestic violence shelter.
- 12. Contractors must follow any additional guidance LAHSA provides in regard to serving this population.
  - 12.1. Contractors are required to work collaboratively with domestic violence shelters to ensure that CES services are made available to eligible participants receiving domestic violence services.
  - 12.2. Contractors are required to abide by participant confidentiality requirements as set forth by LAHSA and the Violence Against Women Act (VAWA) Confidentiality Provision (34 U.S.C. 12291(b)(2)).
- 13. Contractors must develop clear and consistent program policies and procedures.
- 14. Contractors program policies and procedures will be subject to review, approval, amendment/revision by the LAHSA Performance Management unit.

## HEALTH, SAFETY, AND INCIDENT REPORTS

15. Contractor shall have written policies and procedures to guide staff actions and program services regarding injury and disease prevention within their programs.
16. Contractor must utilize a centralized and organized system of documenting Incident Reports and an Incident Report log to track, monitor, and resolve crises, conflicts, accidents, injuries, illnesses, trauma, etc. that occur within any and all of contractor's facilities and/or programs.
17. Incident Reports must be made available to LAHSA upon request.
18. LAHSA must be notified immediately of incidents that result in injury, any acts of violence, signs of contagious disease, signs of abuse/neglect, death of participants and/or staff, damage/theft to facility and/or property by participants and/or staff or emergency personnel/first responders (police, sheriff, fire department, etc.) being discharged to any and all the Contractor's facilities receiving LAHSA funded homeless services and the resolution to the incident.
19. Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Child Abuse Hotline at: (800) 540-4000. Upon completion of report to the Child Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.
20. Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to the Elder Abuse Hotline at: (877) 477-3646. Upon completion of report to the Elder Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.
21. Contractor is to provide the name and title of the individual designated by Contractor to handle all Incidents. Contractor must clearly indicate how this individual can be contacted. (Incident Report Coordinator)
22. All required Incident Reports must be submitted to LAHSA via ENCRYPTED email at: [incidentreporting@lahsa.org](mailto:incidentreporting@lahsa.org) within 12 hours of the incident occurrence.
23. Contractor must maintain a written set of Incident Reporting Policies and Procedures that comply with LAHSA requirements. Policies and Procedures must include a training component for staff and subcontractors that comply with LAHSA requirements. Training agendas and sign-in sheets must be made available upon request for review.
24. Contractor must submit a copy of incident reporting policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).
25. Contractor must have a procedure of how incident reports will be documented, and the maintenance of any police reports or other documents associated with the incident. Copies of the incident reporting forms, and policies and procedures must always be made readily available to program staff.
26. **Reporting Alleged Fraud:** LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
27. Contractors must include this information within their hiring Policies and Procedures and provide a Fraud Hotline Fact Sheet to their employees during the employee hiring process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients

and /or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

**Los Angeles County Fraud Hotline**  
500 W. Temple Street, Suite 515  
Los Angeles, CA 90012  
Phone: (800) 544-6861  
Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)  
Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

## **TUBERCULOSIS GUIDELINES**

28. Contractor's policies and procedures regarding disease prevention must include standardized Tuberculosis (TB) guidelines, in compliance with LAHSA and Los Angeles County Department of Public Health Guidance. Contractor's policies and procedures must address TB screening of staff and volunteers, TB screening of participants as part of program intake, and a Cough Alert Protocol for ongoing monitoring of TB symptoms of staff and/or participants.
- 28.1 Staff must be trained in early detection of potential symptoms of TB.
- 28.2 Contractor must appoint a TB Liaison who will serve as Contractor's main point of contact for any related issues in connection with TB Prevention Guidelines.
- 28.3 Contractor also agrees to notify LAHSA Contract Specialist and Performance Management Unit, in writing, within five (5) days in the event the TB Liaison changes for any reason.
- 28.4 All Contractor staff and volunteers must be screened for symptoms of TB;
- 28.4.1 Contractor shall provide, maintain proof, and keep confidential, the TB screening of all staff, including those of its subcontractors and make these records available to LAHSA at any time.
- 28.4.2 All Participants seeking entry to any congregate living program (Crisis Housing, Bridge Housing, Transitional Housing, etc.) must be screened for symptoms of TB at time of intake.
- 28.5. Asymptomatic participants, with evidence of TB clearance within the past year, must be permitted to continue intake for the Crisis, Bridge, or Transitional Housing bed.
- 28.6 Asymptomatic participants, who have no record of TB clearance within the past year, must continue their intake for entry into the Crisis, Bridge, or Transitional Housing bed. Upon intake and admission to the program, Contractor must refer participant for additional screening. Non-symptomatic Participants must show evidence of TB clearance by a healthcare provider within seven (7) days of initial admission to the program.
- 28.7 Contractor must immediately refer Participants who show symptoms of TB to an appropriate LA County Department of Public Health or LA County Department of Health Services TB Clinic.
- 28.8 Many LA County TB Clinics are open 24 hours a day, 7 days a week. LA County TB screening clinic locations and hours of operation can be found here: <http://publichealth.lacounty.gov/tb/>
- 28.9 Symptomatic participants who are referred for additional screening may only be allowed entry into the program upon receipt of TB Clearance from healthcare provider.



- 28.10 Contractor shall comply with LAHSA's reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in this Agreement.

#### **PARTICIPANT GRIEVANCE AND TERMINATION POLICIES AND PROCEDURES**

29. Contractor must maintain a written set of grievance and termination policies and procedures that comply with LAHSA requirements.
30. Policies and procedures must include a training component for staff and subcontractors. Training agendas and sign in sheets must be made available upon request for review.
31. Contractor must submit a copy of the aforementioned policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).
32. Grievance and termination policies and procedures must be reviewed with participant during intake, as well as given a copy of the policy and procedures. Copies of these policies and procedures must be made freely available for all program participants upon request.
33. Intake paperwork must contain a participant's signature acknowledging that they have been made aware of the contractors Grievance and Termination Policies and procedures or documentation that the client was unable/unwilling to sign the acknowledgement.
34. LAHSA contractors can create their own forms or utilize the LAHSA Grievance and Termination Policy and Procedures template.
35. Grievance and Termination Policies and Procedures must be prominently displayed in the common area(s) of contractor's facility. Public displays must incorporate the Department of Public Health County-Wide Grievance contact information as a mechanism for participants to contact various homeless service contractor funders. Phone number: (888) 700-9995 - Email: [DPH-IHP@ph.lacounty.gov](mailto:DPH-IHP@ph.lacounty.gov).
36. Documentation of all grievance and termination filings must be entered in HMIS as soon as possible however, not to exceed three (3) business days.
37. LAHSA contractors must designate both a primary and alternate person as a point of contact for grievance and termination situations. This must also include a procedure to support circumstances where if contractor's designated or alternative individual are not available or if not in the office, how a participant can still be supported.

#### **GRIEVANCE POLICIES AND PROCEDURES**

*Contractors' policies and procedures must include, but are not limited to the following:*

38. Contractors' must contact participants within three (3) business days of receiving and confirming receipt of the grievance.
39. To the extent possible and when appropriate, grievance procedures must include a face-to-face meeting with the participant. The grievance investigation must include the gathering of facts, statement(s) from the grievant and/or other participants and staff (if applicable). At the conclusion of the contractors finding, an issuance of a written decision that includes factors and vetted facts that led to the final determination of the grievance, must be given to the client and copy placed in their file.

40. The confidentiality of the participant and their grievance must be ensured. This includes client interaction, settings and documentation.
41. A centralized and organized system of documenting grievances including a copy or description of the grievance, date the contractor met with the participant, the staff that addressed the grievance, the date the contractor met with the participant, the staff that addressed the grievance and the date the participant received the written determination.
42. Documentation must be made available to LAHSA, along with the participant chart/case file, upon LAHSA's request. Contractor's failure to provide such documentation within five (5) business days of the request may result in a material breach of this agreement.
43. Contractor must include within their grievance policy and procedures, information on how a participant can appeal a decision pertaining to their grievance.
44. Contractor must have procedures for a first and second level grievance appeal and must give the participant the opportunity to present written and/or oral objections before a staff member other than the staff-person (or a subordinate of the person) who made or approved the initial grievance.
45. Contractor, for both first and second level appeals, must provide a letter of determination to the participant that consist of facts that led to the decision not to exceed 10 business days of receipt of the appeal. The final decision should contain a clear statement of the outcomes that led to the decision of the appeal.

#### **DISPUTE RESOLUTION SERVICES**

46. Contractor must inform the participant of the following "cost free" resolution service. This resource can be used as the referral to a mediation or dispute resolution service.
47. Contractor can assist participant with a referral to the dispute resolution service upon request.
48. Contractors must explain to the participants filing their grievance, their right to review the written decision with the assistance of mediation or dispute resolution center.
49. Contractor must acknowledge and attend any dispute resolution service summons received from the City Attorney's office if received.

**Dispute Resolution Services:**  
**City Hall**  
Office of the Los Angeles City Attorney Dispute Resolution Program  
200 N Spring Street, 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Office: (213) 978-1880  
Fax: (213) 978-1312  
Email: mediate@lacity.org

#### **LAHSA GRIEVANCE DUE PROCESS APPEAL**

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

50. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health's County-wide grievance line, which will route grievances to the appropriate homeless service funder.
51. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health's County-wide grievance line using the information below:

**Department of Public Health County-Wide Grievance Contact Information**

Phone number: (888) 700-9995 - Email: [DPH-IHP@ph.lacounty.gov](mailto:DPH-IHP@ph.lacounty.gov)

52. LAHSA's appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy, and also determine the compliance with LAHSA's grievance and termination contract requirements.
53. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
54. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.
55. **Reporting Alleged Fraud:** LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for participants to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
56. Contractors must include this information within their Grievance Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

**Los Angeles County Fraud Hotline**

500 W. Temple Street, Suite 515

Los Angeles, CA 90012

Phone: (800) 544-6861

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

## **TERMINATION POLICIES AND PROCEDURES**

57. Contractor may terminate a participant pursuant to its termination policies and procedures. Contractor termination policies and procedures must not conflict with any parameters set forth in the Program Standards or Scope of Required Services.
58. Reasons for terminations:
  - o Possession of weapons

- o Sexual misconduct/assault
  - o Behaviors that are a danger to others
  - o Verbally/physically threatening behaviors
  - o Physical violence to staff and/or other participants
  - o Direct observation of participant engaging in illegal activity on contractors' site
59. Contractors are not required to initiate terminations for behavioral concerns if behavior mitigation plans can be identified and endorsed by both participant and contractor. All mitigation plans must be documented and tracked.
60. Terminations for other reasons not stated above must be approved by LAHSA's Quality Standards Unit within the Performance Management Division by either contacting LAHSA's grievance email: [grievances@lahsa.org](mailto:grievances@lahsa.org), or by contacting the Grievance Hotline: 213-225-8442.
61. Contractor must have a procedure of how a program participant will be provided a written termination notice, when termination from a program occurs. The termination notice is a requirement and must contain a clear statement of the reason(s) for the termination based on investigated facts.
62. Termination of a program participant does not bar the Contractor from providing further assistance at a later date, to the same individual or family previously terminated from the program.
63. Contractors must have a policy for reinstating previously terminated participants and must be presented with a written reinstatement notice upon participant reinstatement.
64. Upon termination of a participant, contractors must refer the participant to another shelter service, and cannot terminate a participant without an exit plan. Unanticipated events may cause limitations to this requirement such as situations that necessitate first responders, police or fire department in which it would not be possible to provide a termination letter at that time or coordinate a post exit plan. Contractor must still create a termination letter that satisfies LAHSA requirements for documentation purposes, place documentation in HMIS and make available to participants upon their request.

#### **LAHSA TERMINATION DUE PROCESS APPEAL**

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

65. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health's County-wide grievance line, which will route grievances to the appropriate homeless service funder.
66. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health's County-wide grievance line using the information below:

**Department of Public Health County-Wide Grievance Contact Information**  
 Phone number: (888) 700-9995 - Email: [DPH-IHP@ph.lacounty.gov](mailto:DPH-IHP@ph.lacounty.gov)

67. LAHSA's appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy and determine the compliance with LAHSA's grievance and termination contract requirements.

68. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
69. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.
70. **Reporting Alleged Fraud:** LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
71. Contractors must include this information within their Termination Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

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 Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

#### **FAIR HOUSING REQUIREMENTS**

72. **Quid Pro Quo** Contractors must ensure program and its Policies and Procedures are aligned with HUD's Final Rules: Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act - <https://www.federalregister.gov/documents/2016/09/14/2016-21868/quid-pro-quo-and-hostileenvironment-harassment-and-liability-for-discriminatory-housing-practices>
  73. **VAWA** Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs - <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-womenreauthorization-act-of-2013-implementation-in-hud-housing-programs>
  74. **Equal Access and Gender Identity** Contractors must ensure their program and its Policies and Procedures are aligned with the Los Angeles Continuum of Care policy on equal access and gender identity, in relation to the following six service areas: Access to sex-segregated services and facilities; Access to family programs and facilities; Access to bathrooms; Ensuring safety and privacy; Use of names and personal gender pronouns; HMIS data collection and intake forms. Please visit the following link for additional guidance beyond the policies. <https://www.lahsa.org/documents?id=1770-equal-access-and-gender-identity-policy.pdf>
- 70.1 Contractor must ensure all persons who are eligible to receive services are served within a facility that serves the gender with which that person identifies. This right is absolute, regardless of sex assigned at birth, and regardless of whether or not they have undergone medical treatment to align their physical bodies with their gender identity. Persons who do not identify as male or female have the right to be served wherever they feel safest. Facilities that are legally permitted to segregate participants by sex (e.g. emergency shelters, projects funded by the Violence Against Women Act) must serve all participants who identify with that gender. Service providers may not ask for proof of gender, nor may they require

that a person's gender match the sex listed on legal documentation (e.g. driver's license, ID, or birth certificate). In addition, providers may not deny services to participants because their appearance or behavior does not conform to assumed gender stereotypes.

- 70.2 Contractors must ensure all families who are eligible to receive services have the right to receive services regardless of the gender identities within the family. In legally permitted gender segregated facilities, providers are required to serve all family members in accordance with their gender identity.
  - 70.3 Contractors must ensure all persons receiving services have access to bathrooms consistent with their gender identity, regardless of appearance, biological or physical characteristics, or legally documented sex. Service providers may not ask for documented proof of gender as a requisite for bathroom access, nor may they institute different bathroom rules for cisgender and transgender participants.
  - 70.4 Contractors must ensure all persons receiving services have the right to safety and privacy. When privacy or safety concerns are raised by participants, service providers must take nondiscriminatory steps to address them and make reasonable accommodation when appropriate. It is not the responsibility of a transgender or gender nonconforming participant to accommodate facilities, programs, and/or the concerns of other residents or participants with respect to the participant's gender identity and/or gender expression. Moreover, another participant's discomfort is not a reason to deny equal access or equal treatment to a transgender or gender nonconforming participant.
  - 70.5 Contractors must ensure all persons receiving services through LAHSA-contracted programs have the right to be known, referred to, and addressed by their name and/or gender pronouns with which they identify, regardless of their name and gender marker on their identity documents. An individual need not provide proof of a legal name change to create or change their records to reflect their name.
  - 70.6 Contractors must ensure all persons receiving services may be documented in HMIS, on intake forms, and all other data collection tools and repositories according to the gender with which they identify and the name by which they are known. The full name field in HMIS does not require use of a legal name.
71. Contractors must comply with guidance LAHSA provides in regard to Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAA) standards.

## SERVICE ANIMALS

72. **Service Animals:** Contractors are responsible for operating their programs in accordance with the LAHSA Service Animal Accommodation Policy. Please refer to the complete details of the LAHSA Service Animal Accommodation Policy Chapter 2 Section 3. What follows is a summary of that Policy:
- 72.1 Service animals play an important role in ensuring the independence of persons with disabilities and it is therefore LAHSA's policy to welcome any animal trained to assist a person with a disability.
  - 72.2 Unless specifically noted otherwise, for purposes of this policy statement, the term "service animal" shall also include emotional support animals that help individuals with psychiatric disabilities to manage or alleviate the symptoms of those disabilities by providing therapeutic nurture, comfort and support.
  - 72.3 If necessary, Agencies must make "reasonable accommodations" or reasonable modifications to their program to allow individuals with service animals to participate. If the participant requests a specific accommodation due to their service animal, Contractor may inquire about the reason the participant needs that accommodation.

- 72.4 The service animal must be permitted to accompany their handler to all areas of the Residential Housing programs (e.g., Crisis/Bridge Housing, transitional, PSH, etc.) including the dining room and restroom. A service animal may not be segregated from his/her handler.
- 72.5 The supervision of the service animal is the responsibility of the participant. The animal must always be under the participant's control. Injuries to or caused by the service animal must be reported to the Agency's Executive Director or Senior Management on duty.
- 72.6 Service animals may be removed from a shelter location for reasons of health, safety or disruption of program. For example, the service animal is out of control and the animal's handler does not take effective action to control it; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications. Infractions should be handled on a case by case basis.
- 72.7 All decisions to refuse the accommodation of a service animal require consultation with the Agency's Executive Director, or if he/she is unavailable, the senior manager on duty. The Agency shall document the rationale for the failure to provide accommodation and maintain a copy of such documentation in its ADA compliance files.
73. Contractor must have a language access policy that will ensure that verbal and written materials can be provided for participants, if needed, in the nine (9) threshold languages (English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese).
74. Contractor must provide LAHSA with the language access Policy. Contractor's language access policy must include process/methodology to determine fluency of threshold languages.
- 74.1 When a participants' primary language is other than English or the individual is hearing-impaired, information must be provided either through written materials in the appropriate language or through use of an interpreter in the language the individual understands.
- 74.2 Contractors may utilize an interpreter provided by the individual (e.g. a relative or friend), if the individual requests the use of a family member or friend. The use of minors as interpreters is strongly discouraged, except in emergency situations or at the individual's request.
- 74.3 Contractors must ensure that verbal instructions and written materials are in the languages of applicants receiving homeless benefits and services. Contractors must ensure these materials are accurately translated. Contractors, if requested, must provide LAHSA with the methodology use for translation.
- 74.4 Contractors must ensure that all participants have access to programmatic forms that have been translated into Spanish and at minimum have one program staff that is fluent in speaking Spanish.
75. Contractors agree to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
76. Contractors must not discriminate against participants, in regard to the provision of ongoing services or enrollment in any services provided by the CES based upon the race, ethnicity, religion, national origin, disability, gender, gender identity, age, sexual orientation or familial status of the applicant.
- 76.1 Contractors and their subcontractors must provide participants with their non-discrimination policy at program intake.

77. Contractors must display all posters and materials, as directed by LAHSA, in a manner that is accessible to the public.
78. Contractors must operate the program's project site in a clean, safe, and well-maintained program site. Refer to LAHSA Facility Standards for more detailed information regarding required maintenance, cleanliness, and safety of program sites.
  - 78.1 All sites providing services to participants must be inspected and receive all applicable permits from the Los Angeles County Department of Public Health (DPH). Any concerns, findings or corrective actions from DPH must be promptly addressed and corrected.
  - 78.2 Sites are subject to review at any time by LAHSA or any County Department in partnership with LAHSA. Any concerns or findings around site cleanliness or safety from either LAHSA or LA County Department(s) must be corrected within the time frame prescribed.
79. LAHSA funded programs must be provided free of charge to all participants, unless directed by LAHSA or approved in writing from a manager within the Performance Management division in LAHSA.
80. LAHSA administered programs may not require participant savings plans, with the exception of Independent Living Programs funded by the Department of Children and Family Services.
81. Contractor must meet with LAHSA to discuss programmatic issues, fiscal/budgetary issues, data integrity/data quality issues, general procedural issues, and/or other general concerns as needed. Either LAHSA or the Contractor may request such a meeting.
82. Contractor must ensure that the Program Director, Senior Program Manager, or CES Coordinator in charge of CES operations attends and participates in regular mandatory system and service coordination meetings to be held at LAHSA or at various locations throughout the County.

## **FINANCIAL MANAGEMENT**

83. LAHSA allocates funding and other resources to each Contractor based upon identified need in the community. Funds and resources are not for the proprietary use of the Contractor nor collaborative community partners contracted to coordinate these resources in the region. LAHSA will, at its discretion, reallocate funds and resources based on several factors which include but are not limited to a change in a region's need and agency performance. Annual awards of funding may be subject to adjustment based upon the Greater Los Angeles annual Point-In-Time count.
84. Contractors must track all benefits and services provided to participants by funding source in the agency's general ledger. On a monthly basis, all expenditures must be reconciled with HMIS, and supporting documentation to ensure accuracy.
85. Contractors must submit accurate and timely monthly invoices along with any requested supporting documentation.
86. If LAHSA determines that costs are not adequately supported, contractors are responsible for reimbursing LAHSA for all associated costs
87. Contractors must procure all applicable licenses or permits necessary to meet the code regulations required to operate the Program funded under this Agreement.



88. Contractors must have Manager or Supervisorial staff approval for all financial payments on behalf of program participants (e.g. financial assistance, rent assistance). At no point should a financial payment be decided on the sole discretion of one person, there must be at least two contractor personnel approving the financial payment (e.g. housing navigator and/or Manager or Supervisorial staff).
89. Contractors administering financial assistance on participants' behalf must ensure that no financial assistance is issued directly to participants. Contractors must track, coordinate, and issue direct financial assistance available through the CES.

#### **ACTIVE CONTRACT MANAGEMENT**

90. The Contractor shall comply with data collection, analysis, and reporting activities as defined by LAHSA. LAHSA will outline a data reporting schedule which will establish the necessary data fields and timelines for input into HMIS. If data is needed on an ad hoc basis, the agency must provide the data within the designated timeframe that is established by LAHSA, which will typically be a five (5) business day turnaround, unless explicitly indicated by upper management. If an agency is consistently (more than 3 times) delinquent in their data collection and reporting requirements, this can move an agency to remedial action.
91. The Contractor agrees to attend and actively participate in regular meetings as outlined by LAHSA, to review performance and collaborate on improving program quality and outcomes. These meetings may occur individually or as a group of contractors by component.
92. Contractor participation at performance management division meetings is mandatory for program, quality assurance, contract, and fiscal management staff, or as otherwise indicated by LAHSA. LAHSA intends to utilize contract performance data, collaborative meetings, and proactive troubleshooting with providers to guide program development, evaluate effectiveness, revise policies and procedures, and inform active contract and renewal decisions.

#### **CAPACITY BUILDING TECHNICAL ASSISTANCE & TRAINING**

93. To track and analyze results of technical assistance, LAHSA has contracted with The Core Capacity Group (TCC Group) to obtain access codes to the Core Capacity Assessment Tool (CCAT). The agreement provides 300 CCAT access codes to be administered and analyzed between May 2018 – June 2020. On an annual basis, TCC group will aggregate the CCAT data of participating organizations to provide a snapshot of strengths and challenges to LAHSA to inform the delivery of capacity building services to partners and track the results of capacity building initiatives over time.
94. Providers will be identified and referred to an access code to self-administer the CCAT in the following ways:
  - 94.1 Providers that apply for RFSQ certification will receive a CCAT access code to obtain a baseline assessment of their organization's capacity.
  - 94.2 Providers that apply for the Organizational Capacity Building Technical Assistance Application (RFP) are required through the statement of work to self-administer the CCAT within 0-120 days to provide a baseline assessment of their organization's capacity.
  - 94.3 Providers that are currently a LAHSA subrecipient and are administering LAHSA funds will receive a CCAT access code.

## **SUBCONTRACTORS**

95. Contractors must receive written approval from LAHSA to enter into a subcontract agreement with another provider. Procurement of subcontractor must abide by LAHSA procurement standards as set forth in the Contract.
  - 95.1 LAHSA must approve all subcontractors prior to the contractors finalizing entry into a subcontract agreement. LAHSA subrecipients must reference contract body for subcontractor approval processes.
  - 95.2 Contractors must notify their LAHSA Contract Specialist and submit a completed Subcontractor Proposal and Subcontractor Profile for any proposed sub. The subcontractor profile will include the following: description of the agency and general information about the organization; description of services to be provided by the proposed subcontractor; description of the providers past experience with providing similar services; experience that the agency has with contracting with LAHSA, if applicable. LAHSA must approve all subcontractors prior to the contractors entering into the subcontract agreement.
  - 95.3 Contact information for all subcontractors must be provided to LAHSA's Fiscal, HMIS Department and Performance Management division. Changes in contact information of subcontractors must be communicated to LAHSA within ten (10) days of the change.
96. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
97. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance. LAHSA's approval of a proposed subcontractor does not relieve Contractor of any requirements under this agreement.
98. Contractors must ensure that all applicable terms and conditions of this Agreement are provided to any approved subcontractor in the form of a written Subcontractor Agreement, which will be made available to LAHSA as requested.
99. Contractor must ensure that all subcontractors participate in all LAHSA-led trainings and receive LAHSA-issued guidance.
100. Contractor must have a subcontractor monitoring policy in place. Subcontractor monitoring policy and procedures must detail: risk assessment methodology, monitoring strategy, frequency and scope of monitoring, monitoring reports, deficiency follow-up, and technical assistance. Subcontractor monitoring policy and procedures must be made available to LAHSA upon request.
101. All subcontractor monitoring documentation, including but not limited to, risk assessments, annual monitoring plan, workpapers, monitoring reports, subcontractor responses, and contractor follow-up must be made available to LAHSA upon request.
102. Contractor must provide a copy of an MOU and program budget for all subcontractors, if requested by LAHSA staff.

## **PERSONNEL**

103. Contractors must employ qualified staff as specified in the LAHSA-approved program budget.

104. Contractors must assign a sufficient number of staff with background experience and expertise to provide the services required in the relevant Scope of Required Services.
- 104.1 If requested, Contractors must provide LAHSA with staff rosters, job descriptions, and/or resumes of budgeted staff to ensure appropriate staffing levels are met and that budgeted staff possess the requisite skills needed to successfully operate the program.
105. Contractors must provide at least one Bilingual, Spanish speaking staff to meet the needs of participants receiving services. Contractor must have an established plan and procedure to provide Spanish translation services in the event Spanish speaking staff is unavailable.
106. Contractors must provide or coordinate access to training programs for all new employees and continuing in-service training for all employees who interact with participants in the context of their daily work, and any specific funder required trainings.
107. All staff should receive training in: (1.) Motivational-Interviewing, (2.) Progressive Participant Engagement, (3.) Problem- Solving, and (4.) Trauma-Informed Care.
- 107.1 Contractors must ensure staff participation in LAHSA mandated trainings, including all sub-contractor staff.
- 107.2 Contractor must ensure staff participation in all LAHSA-organized trainings offered through the Centralized Training Academy.
- 107.3 Contractor must show proof that staff have adequately satisfied these requirements.
108. Contractors' staff are considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
- 108.1 Contractors must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.
109. Contractors must ensure that key management staff are present. When there is a vacancy, interim replacement is made within ten (10) calendar days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor must notify LAHSA Performance Management Analyst and Contract Specialist in writing of any change in key management staff within ten (10) calendar days of the vacancy.
110. Contractors must ensure that service delivery is not interrupted during periods of personnel change.
111. Contractors must also ensure that staff salaries align with the County of Los Angeles' living wage ordinance.

#### **HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS**

112. In order to provide well-coordinated support for households and manage the limited resources available in the County, contractors must utilize the Homeless Management Information System (HMIS) to track participants served and the benefits provided, unless otherwise exempted, through written permission, for reasons of participant safety and confidentiality.
- 112.1 If the program is exempted from participation in the LA HMIS contractors shall use an equivalent system to record, track and maintain all required data under the U.S. Department of Housing and Urban Development (HUD) Universal Data Standards including, but not limited to; demographic information,

dates of participation in the program, benefits and services provided, outcomes achieved and placement destinations upon exit from the program.

- 112.2 Contractors shall report all required participant data to LAHSA in the manner prescribed for manual reporting by the due dates contained in this agreement.
- 113. Contractors shall ensure that all participants served sign the Consent to Share Protected Personal Information form granting other providers access to their information.
- 114. Contractors shall encourage utilization of HMIS as well as best practices for data entry, as follows:
  - 114.1 Create the participant's record in HMIS within two (2) business days of the participant's initial screening for benefits. For Crisis and Bridge Housing programs this must be done on the same day of participant's enrollment.
  - 114.2 Update the participant's standardized assessment in HMIS within three (3) business days of completion.
  - 114.3 Update the participant's housing status within three (3) business days of any status change.
  - 114.4 Update information on services provided to the participant within three (3) business days.
  - 114.5 Update information on financial assistance benefits provided to the participant within three (3) business days.
- 115. Contractors must utilize the HMIS or any other platform LAHSA identifies, to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing Programs.
  - 115.1 Contractors must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.
- 116. Contractors must comply with all reporting required by system funders, which may include a report of households served, the benefits and services provided to households, complaints, or other data.
- 117. Contractors must regularly monitor data integrity and make data quality corrections as needed. Contractors are responsible for maintaining a data integrity of 95%.
- 118. In addition to the provisions listed in this document, contractor must reference HMIS Policies and Procedures to ensure full compliance. LA CoC HMIS Policies and Procedures may be referenced here:  
<https://www.lahsa.org/documents?id=1128-la-hmis-policies-and-procedures.pdf>

**PROGRAM REPORTS**

- 119. Contractors must submit certification, as defined by LAHSA, for program performance reports as indicated in the table below. Please see Program Reports document within the Statement of Work for more detailed schedule of reporting requirements, as specific reporting requirements may differ based on funding source.

Quarter	Reporting Period	Submit Report Certification to LAHSA
First	July 1-September 30	October 12
Second	October 1-December 31	January 12
Third	January 1-March 31	April 12
Fourth	April 1- June 30	July 12

120. Each quarter of the program year, Contractors will be responsible to certify to the validity of a Contract Performance Report (CPR) generated through HMIS for the project. The CPR contains information relating to demographics and performance with participant detail. The report also looks at occupancy and data integrity.

120.1 LAHSA staff will email a copy of the CPR and certification to the Contractor following the close of each quarter and the Contractors' must return the signed Certification to LAHSA within three (3) days of receipt of the CPR.

120.2 The certified reports returned to LAHSA will be used for monitoring performance and may be used for monitoring purposes, therefore data integrity is vital in properly assessing the performance of each program.

121. Contractors must be reviewing HMIS data on a monthly basis by generating and reviewing reports available on the HMIS. If Contractor finds issues with the HMIS reports, Contractor must email: [hmissupport@lahsa.org](mailto:hmissupport@lahsa.org).

#### **CUSTOMER SERVICE**

122. Contractors must implement an active Customer Service Program in order to secure feedback from participants regarding their experiences with the program. Customer Services Program is applicable to any and all the contractor's programs either operated directly or by subcontracting.

123. Contractors must have policies and procedures to ensure feedback from participants in the Customer Services Program are anonymous, confidential and optional. Policies and procedures must include a component identifying the anonymous collection of these surveys and must utilize a centralized and confidential system of storing all participant satisfaction surveys. Surveys must be made readily available to LAHSA for review upon request.

124. Participant Satisfaction Surveys must be administered at least twice yearly. Programs that operate less than 6 months must administer Participant Satisfaction Surveys at a minimum of once during the program period. Policies and procedures must include a training component for staff and subcontractors that comply with LAHSA requirements.

125. LAHSA and/or other County Departments reserve the right to monitor for the quality of the Contractors' Customer Service. Monitoring may include randomly selecting participants for telephone and/or site surveys. LAHSA and/or the County or City, at its sole discretion, may change the means of measuring this standard via a Change Notice.

126. Contractors operating housing and/or services for homeless persons out of leased facilities must have in place Landlord Standards of Care policies and procedures. Policies and Procedures for Landlord Standards of Care must be aligned with Standards of Care adopted by LAHSA, in conjunction with County Departments (including Department of Health Services and Department of Mental Health). Guidance to contractors regarding implementation of these policies and procedures will be forthcoming upon adoption of Landlord Standards of Care by LAHSA and partnering Los Angeles County Departments.

#### **MATERIALS, EQUIPMENT AND INVENTORY**

127. Contractors must provide all equipment necessary to perform all services required by this contract.

127.1 Contractors must provide sufficient telephone lines at its site(s).

127.2 Contractors are responsible for installation, repair, and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.

128. The purchase of all materials/equipment to provide needed services is the responsibility of the contractors.

**COMPUTER EQUIPMENT SUPPLIES AND SECURITY**

129. Contractors must provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.

130. Contractors must report to LAHSA Contract Specialist, the loss, vandalism, or theft of computer supplies and equipment within twenty-four (24) hours after discovery. For stolen equipment, Contractors must contact the local law enforcement agency and submit a copy of the police report to LAHSA within twenty-four (24) hours of receipt of the police report, excluding weekends and holidays.

The following exhibits are located at the following Internet hyperlink,  
<https://www.lahsa.org/contracts>

1. Exhibit U – LAHSA Grievance Resolution Appeal Form
2. Exhibit V – Participant Eligibility Guide
3. Exhibit X – LAHSA Contractor's Accounting Handbook
4. Exhibit Y – Internal Revenue Service No. 1015
5. Exhibit Z – Safely Surrendered Baby Law
6. Exhibit AA – Standardized Tuberculosis ("TB") Guidelines

**Exhibit BB**  
**Zero Tolerance Policy on Human Trafficking**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**



**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name: City of Long Beach		
Company Address: 411 W. Ocean Blvd		
City: Long Beach	State: CA	Zip Code: 90802
Telephone Number: 562-570-6916	Email address: Tom.Modica@longbeach.gov	
Solicitation/Contract for <u>Homeless</u> Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Thomas B. Modica	Title: City Manager
Signature: <i>Linda J. Sabum for</i>	Date: 8/28/2020

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit CC**  
**Certification of Compliance with Data Security**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2020CBH105**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DATA SECURITY REQUIREMENTS**

Contractor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

City of Long Beach  
Contractor Agency Name

Thomas B. Modica - City Manager

Contractor Representative Name and Title **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER**  
Sinda J. Johnson for


Official's Signature

APPROVED AS TO FORM

Aug. 28, 20 20  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

**Exhibit DD  
Equal Access Policy  
(on next page)**

	<b>Policy: Equal Access and Gender Identity: Ensuring Equal Access in Accordance with an Individual's Gender Identity in the Los Angeles Continuum of Care</b>
<b>POLICY AND PLANNING DEPARTMENT</b>	<b>Submitted By: Policy &amp; Planning Department</b>  <b>Approved By and Date:</b> Approved by Policy and Planning Committee – August 17, 2017 Approved by Commission Meeting – August 25, 2017

**Equal Access and Gender Identity: Ensuring Equal Access in Accordance with an Individual's Gender Identity in the Los Angeles Continuum of Care**

**Purpose:** LAHSA affirms the right of all individuals experiencing homelessness in the Los Angeles Continuum of Care (LA CoC) to access services and housing for which they are eligible by promoting welcoming, non-discriminatory environments. To ensure the provision of welcoming, non-discriminatory environments this policy requires that service providers serve clients in accordance with their gender identity.<sup>1</sup>

**Applicability and Scope of Policy:** The policy establishes the requirement that all LAHSA-contracted programs, shelters, other buildings and facilities, benefits, services and accommodations, regardless of funding source, ensure equal access to an individual in accordance with gender identity. It specifically sets guidelines pertaining to each of the following service areas:

1. Access to sex-segregated services and facilities
2. Access to family programs and facilities
3. Access to bathrooms
4. Ensuring safety and privacy
5. Use of names and personal gender pronouns
6. Homeless Management Information System (HMIS) data collection and intake forms

**1. *Access to sex-segregated services and facilities***

*Policy:* All persons who are eligible to receive services through LAHSA-contracted programs have the right to receive services at a facility that serves the gender with which they identify. This right is absolute, regardless of sex assigned at birth, and regardless of whether or not they have undergone medical treatment to align their physical bodies with their gender identity. Persons who do not identify as male or female have the right to be served wherever they feel safest. Facilities that are legally permitted to segregate clients by sex (e.g. emergency shelters, projects funded by the Violence Against Women Act) must serve all clients who identify with that gender. Service providers may not ask for proof of gender, nor may they require that a person's gender match the sex listed on legal documentation (e.g. driver's license, ID card, or birth certificate). In addition, providers may not deny services to clients because their appearance or behavior does not conform to assumed gender stereotypes.

<sup>1</sup> Gender identity refers to an individual's inner sense of being male, female, or any other non-binary gender. See "Definition of Terms Used" at the end of this document.

**2. Access to family programs and facilities**

*Policy:* All families who are eligible to receive services through LAHSA-contracted programs have the right to receive services regardless of the gender identities within the family. In sex-segregated facilities, providers are required to serve all family members in accordance with their gender identity.

**3. Access to bathrooms**

*Policy:* All persons receiving services through LAHSA-contracted programs must have access to bathrooms consistent with their gender identity, regardless of appearance, biological or physical characteristics, or legally documented sex. Service providers may not ask for documented proof of gender as a requisite for bathroom access, nor may they institute different bathroom rules for cisgender and transgender clients.

**4. Ensuring accommodations for safety and privacy**

*Policy:* All persons receiving services through LAHSA-contracted programs have the right to safety and privacy. When privacy or safety concerns are raised by clients, service providers must take nondiscriminatory steps to address them and make reasonable accommodation when appropriate. It is not the responsibility of a transgender or gender nonconforming client to accommodate facilities, programs, and/or the concerns of other residents or participants with respect to the client's gender identity and/or gender expression. Moreover, another client's discomfort is not a reason to deny equal access or equal treatment to a transgender or gender nonconforming client.

**5. Use of names and personal gender pronouns**

*Policy:* All persons receiving services through LAHSA-contracted programs have the right to be known, referred to, and addressed by their name and/or gender pronouns with which they identify, regardless of their name and gender marker on their identity documents. An individual need not provide proof of a legal name change to create or change their records to reflect their name.

**6. Homeless Management Information System (HMIS) data collection and intake forms**

*Policy:* All persons receiving services through LAHSA-contracted programs maybe documented in HMIS, on intake forms, and all other data collection tools and repositories according to the gender with which they identify and the name by which they are known. The full name field in HMIS does not require use of a legal name.

**Procedures**

Service providers must update intake, admissions, and operational policies and procedures to reflect the policies above. Providers must ensure that all staff, volunteers, and contractors are provided copies of these policies and procedures, and that discussion of these policies and procedures forms a part of any introductory training for staff, volunteers, and contractors. Service providers should make their revised policies and procedures pertaining to equal access for transgender and gender nonconforming individuals available for all participants.

All LAHSA-contracted agencies must maintain a grievance and termination procedure that is compliant with LAHSA requirements. Participants who feel they have not been afforded equal access may use the LAHSA standard grievance process, in which LAHSA directly connects with participants upon receipt of a grievance. Through this process, LAHSA supports agency compliance of all equal access policies outlined above and further detailed through contract requirements and monitoring processes.

### **Policy Implementation Guidance**

The following documents will support service providers in their evaluation and revision of policies and procedures.

#### ***Self-Assessment Tool – Excel***

**Overview** The agency self-assessment is an Excel spreadsheet that outlines attributes of an agency that is compliant with the HUD's Equal Access Rule and the recommended steps to achieve compliance. The policy expectations considered in this HUD document are consistent with those articulated in the above LA CoC policy, and so the priority steps it outlines will guide providers toward compliance with the regional policy.

**Source** U.S. Department of Housing and Urban Development (HUD)

**Link** <https://www.lahsa.org/documents?id=1508-equal-access-self-assessment-and-next-steps-source-hud-.xlsx>

#### ***Equal Access for Transgender People: Supporting Inclusive Housing and Shelters - PDF (21 pages)***

**Overview** This 21-page report is a great resource for providers, covering a glossary of terms, inclusive policy standards, and a list of sample best practices in the implementation of policies including access to sex-segregated facilities, access to bathrooms, ensuring accommodations for safety and privacy, and intake forms.

**Source** U.S. Department of Housing and Urban Development (HUD)

**Link** <https://www.lahsa.org/documents?id=1509-equal-access-for-transgender-people-supporting-inclusive-housing-and-shelters-source-hud-.pdf>

#### ***Transitioning Our Shelters - PDF (59 pages)***

**Overview** This 59-page report provides context for the struggle that transgender people have in finding safe shelter before recommending the "first and most critical step" that shelters can take, implementing a policy of respect. Pages 25 – 38 deal specifically with putting policy into practice and provide recommendations for topics including intake forms, access to bathrooms (e.g. best practices in bathroom design), ensuring accommodations for safety and privacy (e.g. confidentiality practices, privacy standards), and other service areas.

**Source** National Gay and Lesbian Task Force Policy Institute, National Coalition for the Homeless

**Link** <https://srtp.org/wp-content/uploads/2012/08/TransitioningOurShelters.pdf>

### **Other Resources**

#### ***Trans Tips Sheet: For Housing Providers – PDF (2 pages)***

**Overview** This 2-page handout pulls out key highlights from the *Transitioning Our Shelters* report featured above, emphasizing best practices at intake and tips for ensuring safety and privacy for housing and bathroom use.

Source Los Angeles LGBT Center, Transgender Economic Empowerment Project  
Link forthcoming

***Equal Access Decision Tree - PDF (1 page)***

**Overview** This one-page handout presents different stages of service provision (outreach, assessment, referral, enrollment, etc.) and highlights encouraging responses to issues surrounding gender identity that may come up at each stage.

Source U.S. Department of Housing and Urban Development (HUD)

Link <https://www.lahsa.org/documents?id=1510-equal-access-decision-tree-source-hud-.pdf>

***Signage for Your Facilities (Notice on Equal Access Rights for Posting in Your Project) – PDF (1 page)***

**Overview** This one-page notice can be posted by facilities in order to notify clients and residents of the new Equal Access rule requirements.

Source U.S. Department of Housing and Urban Development (HUD)

Link <https://www.hudexchange.info/resources/documents/Notice-on-Equal-Access-Rights.pdf>

**Definition of Terms Used**

Below are common terms related to different aspects of a person's identity.

- **Gender**: A socially constructed system that ascribes qualities of masculinity and femininity. A spectrum, with male/female representing the two ends.
- **Sexual Orientation**: Physical or emotional attraction to the same and/or opposite sex. Different from gender identity or expression.
- **Gender Identity**: An individual's inner sense of being male, female, or any other non-binary gender.
- **Gender Expression**: External expression of gender identity (note that often people do not feel they can safely and openly express their gender identity). Can be exhibited through behavior, voice, clothing, hairstyle, and body language. May change over time, or even from day to day.
- **Sex Assigned/Designated at Birth**: Often a binary designation of "male" or "female," and based on internal or external anatomy at birth. May not necessarily correspond to an individual's gender identity.


Below are more specific terms that relate to sexual orientation (e.g. lesbian, gay, bisexual), gender identity (e.g. transgender, cisgender, gender nonconforming), or both (e.g. queer, questioning). The first five terms make up the common "LGBTQ" acronym (lesbian, gay, bisexual, transgender and queer or questioning).

- **Lesbian**: An individual whose gender identity is female who is emotionally, romantically, and/or sexually attracted to the same gender.
- **Gay**: An individual who is emotionally, romantically, and/or sexually attracted to the same gender.
- **Bisexual**: An individual who is emotionally, romantically, and/or sexually attracted to any gender.



- Transgender: An individual whose gender identity differs from their sex assigned at birth. Note that transgender is an adjective, and that it is incorrect and offensive to call someone "a transgender" or "transgendered."
- Queer: A label to explain a range of sexual behaviors and desires.
- Questioning: An individual who has questions about their sexual orientation and/or gender identity.
- Cisgender: An individual who is not transgender, whose gender identity and/or gender expression matches their sex assigned at birth.
- Gender Nonconforming: Someone who does not conform to traditional gender roles or stereotypes. Traditional roles and stereotypes vary based on different cultural and societal ideals. Individuals may be perceived as having a different gender than their outward appearances (behavior, clothing, hairstyle, body language, voice).
- Non-Binary Person: Someone who does not identify as male or female (the two ends of the gender spectrum).
- Gender-Neutral: Language that describes "all gender" or unisex spaces (i.e. "all gender" or unisex bathrooms), language about relationships (spouse or partner instead of wife/husband or girlfriend/boyfriend), etc.
- Transitioning (Gender Transition): A process that some (but not all) transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. Does not require any medical treatment (i.e. hormones or surgery).
- Personal Gender Pronouns: The pronouns that someone wishes others to use when referring to them, in order to accurately reflect the person's gender identity. These pronouns need not correspond with sex assigned at birth, and can reflect a binary gender identity (i.e. she/her/hers or he/him/his) or can reflect a non-binary gender identity (i.e. they/them/their or ze/zem/zir).

**Exhibit EE  
VAWA Policy  
(on next page)**

	<b>Policy: Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care</b>
	<b>Submitted By: Policy and Systems Department</b>
<b>Policy and Systems Department</b>	<b>Approved By and Date:</b> Approved by Los Angeles CoC Board –December 13, 2017 Approved by Policy and Planning Committee –January 18, 2018 Approved by Commission –January 26, 2018

**I. Purpose:**

The Los Angeles Homeless Services Authority (LAHSA) affirms the right of all individuals and affiliated individuals experiencing homelessness in the Los Angeles Continuum of Care (LA CoC) to access services and housing for which they are eligible by promoting safe housing environments for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. To ensure the provision of safe housing environments, this policy requires housing providers to establish procedures and protections for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). LAHSA extends VAWA housing protections to include individuals experiencing human trafficking. All LAHSA-contracted permanent housing and transitional housing providers, regardless of funding source, must ensure safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. All LAHSA-contracted “safe havens” are subject to the protections outlined in Section 3, subsections a) and b) of this policy.

**II. Definitions:**

1. **Actual and Imminent Threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm could occur.
2. **Affiliated Individual, with respect to an individual** refers to a spouse, parents, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.
3. **Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the grantor and State or local law, such that certain tenants, lawful occupants, or residents can be evicted or removed and the remaining tenants, lawful occupants, and residents can continue to reside in the unit under the same lease

requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants, lawful occupants, or residents.

4. Housing Provider refers to the individual or entity under a housing program that has responsibility for the administration and/or oversight of VAWA protections and includes Public Housing Agencies (PHAs), sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the housing programs identify the individual or entity that carries out the duties and responsibilities of the housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a housing provider, the housing provider may not always be the same individual or entity.
5. Sexual Assault is any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
6. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. Fear for the person's individual safety or the safety of others; or
  - b. Suffer substantial emotional distress.
7. Internal emergency transfer refers to an emergency relocation of a participant to another unit where the participant would not be categorized as a new applicant; that is, the participant may reside in the new unit without having to undergo an application process.
8. External emergency transfer refers to an emergency relocation of a participant to another unit where the participant would be categorized as a new applicant; that is the participant must undergo an application process in order to reside in the new unit.
9. Safe unit refers to a unit that the person experiencing domestic violence, dating violence, sexual assault, and/or stalking believes is safe.
10. Abuser or perpetrator<sup>1</sup> in this context refers to an individual who commits domestic violence, dating violence, sexual assault, or stalking as defined in the Violence Against Women Reauthorization Act of 2013.
11. Safe Haven<sup>2</sup>, for the purposes of defining chronically homeless, refers to supportive housing that meets the following:
  - a. Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
  - b. Provides 24-hour residence for eligible persons for an unspecified period;
  - c. Has an overnight capacity limited to 25 or fewer persons; and
  - d. Provides low-demand services and referrals for the residents
12. Abuse under California Family Code Division 10, Part 1, Section 6203 means any of the following:
  - a. To intentionally or recklessly cause or attempt to cause bodily injury.
  - b. Sexual assault.
  - c. To place a person in reasonable apprehension of imminent serious bodily injury to that person or to another.
  - d. To engage in any behavior that has been or could be cause for a protective order or the issuance of any California family or juvenile court restraining order.
    - i. Abuse is not limited to the actual infliction of physical injury or assault and can be verbal (spoken), emotional, psychological or many other forms.

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<sup>1</sup> Definition is taken from HUD Form 5380 Notice of Occupancy Rights

<sup>2</sup> Definition under 24 CFR § 578.3

13. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by:
- a. A current or former spouse or intimate partner of the victim,
  - b. A person with whom the victim shares a child in common,
  - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
  - d. A person similarly situated to a spouse of the victim under local domestic or family violence laws,
  - e. Any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws, or
  - f. Any other person related by consanguinity or affinity within the second degree.
- This includes a learned behavior pattern of behavior of behaviors used by one person in a relationship to have power over and control the other person; and includes physical, emotional, economic abuse and/or sexual assault.<sup>3</sup>
14. Dating Violence is violence or abuse committed by a person:
- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim, which includes frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement independent of final considerations; and,
  - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - i. The length of the relationship;
    - ii. The type of relationship; and
    - iii. The frequency of interaction between the persons involved in the relationship.
15. Human Trafficking refers to:
- a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, deceit, violence, duress, menace or threat of unlawful injury or in which the person induced to perform such act has not attained 18 years of age; or
  - b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery,
  - c. The deprivation or violation of the personal liberty of another with the intent to obtain forced labor or services, procure or sell the individual for commercial sex, or exploit the individual in obscene matter.

### III. Policy:

#### **1. Notice of Occupancy Rights**

All LAHSA-contracted permanent housing and transitional housing providers ("housing providers") shall provide written notification to applicants, participants (tenants), and property owners or managers concerning the rights and obligations created under VAWA.

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<sup>3</sup> Los Angeles County Department of Child and Family Services (DCFS) Policy 0070-537.10  
[http://policy.dcfslacounty.gov/content/Assessing\\_Domestic\\_Viole.htm](http://policy.dcfslacounty.gov/content/Assessing_Domestic_Viole.htm)

Housing providers shall provide a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to applicants and participants at the following times:

- a) When the applicant is denied assistance or admission to permanent housing or transitional housing
- b) When the applicant is provided assistance or admission to permanent housing or transitional housing;
- c) When a participant is given notification of eviction or notification of termination of assistance;
  - i. Tenant-based rental assistance (TBRA) providers shall ensure that the property owner or manager of the housing provides a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to participants with any notification of eviction.
- d) When an existing program participant undergoes an annual recertification or lease renewal process. When there will be no recertification or lease renewal for a participant, through written notice.

The *Notice of Occupancy Rights* and all related forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).<sup>4</sup>

## **2. Contract, Lease, and/or Occupancy Agreement Provisions**

Contracts and leases between LAHSA, housing providers, and property owners or managers that rent units to individuals participating in LAHSA-contracted housing programs, shall include the requirement to comply with the provisions established by this policy.

A lease addendum modeled after HUD Form 91067<sup>5</sup> may be used to include the VAWA provisions to new and existing contracts.

## **3. Protections Provided Under VAWA**

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

- a) Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- b) Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the

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<sup>4</sup> The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a).

<sup>5</sup> HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud9](https://www.hud.gov/program_offices/administration/hudclips/forms/hud9).

- participant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- c) Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant's household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
  - d) Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, stalking and/or human trafficking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.
    - i. If a family receiving TBRA separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
  - e) Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations not premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
  - f) Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.
  - g) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to property damage caused by an abuser or perpetrator.
  - h) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim. For example:
    - i. Unauthorized Occupancy—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is being manipulated by an abuser or perpetrator to acquiesce to their unauthorized presence in the unit.
    - ii. Non-reported Income—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is unable to report household income because the abuser or perpetrator will not provide the documentation or has lied about their employment status.

- l) If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

#### **4. Limitations of VAWA Protections**

Under VAWA, housing providers are not precluded from:

- a) Complying with a court order, when notified of said court order, in respect to the rights of access or control of property, including civil and/or criminal protection orders issued to protect a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking or in respect to the distribution or possession of property among members of a household. This includes orders of protection issued by family court, probate court, juvenile court or any other court having jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- b) Evicting or terminating assistance to a participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that is in question against the participant or an affiliated individual of the participant as described in this policy.
- c) Evicting or terminating assistance to a participant if the housing provider can demonstrate an actual and imminent threat would persist against other program participants or those employed at or providing services to the property of the housing provider, if said participant is not evicted or has their assistance terminated.
  - i. Housing providers may only take such action to terminate assistance or evict where there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:
    - a. Transferring the victim to a different unit;
    - b. Barring the perpetrator from the property;
    - c. Contacting law enforcement to increase police presence or develop other plans to keep the property safe; or
    - d. Seeking other legal remedies to prevent the perpetrator from acting on a threat.
  - ii. Restrictions predicated on public safety shall not be based on stereotypes but must be tailored to particularized concerns about individual residents.

#### **5. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

A person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking need only self-certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist. In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.



Housing providers shall provide a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, the housing provider may request documentation in writing.

The applicant or participant may elect to use a *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking* form or provide one of the following forms of documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the participant's fears and injuries and the effect that each abusive incident has had on the participant and their family;
- b) Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if participant attended counseling;
- j) Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- k) Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.

Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

If a housing provider receives documentation containing conflicting information or certification forms from two or more members of a household, each claiming to be experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and naming one or more of the other petitioning household members as the abuser or perpetrator, the housing provider may require an applicant or participant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for third-party documentation.

## 6. Confidentiality

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

- a) Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.
- b) Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking into any shared database.
- c) Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

## 7. Emergency Transfer Plan

Housing providers shall customize the *Model Emergency Transfer Plan* where indicated in bold and where otherwise appropriate. Using the model form as is will *not* satisfy the requirement for housing providers to develop an Emergency Transfer Plan under VAWA.<sup>6</sup>

Housing providers shall adopt an emergency transfer plan based on a *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*. Housing providers shall

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<sup>6</sup> For further guidance see the HUD Multifamily Office VAWA Q&A:  
[https://www.hud.gov/sites/dfiles/Housing/documents/Revised\\_VAWA\\_QA.pdf](https://www.hud.gov/sites/dfiles/Housing/documents/Revised_VAWA_QA.pdf)

put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request.

Housing providers shall create an emergency transfer plan that must:

- a) Detail the measure of any priority given to participants who qualify for an emergency transfer under VAWA in relation to other categories of participants seeking transfers and individuals seeking placement on waiting lists.
- b) Incorporate strict confidentiality measures to ensure that the housing provider or persons under their employ do not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.
- c) Include a list of local resources for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- d) Describe policies for participants to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- e) Describe policies for assisting a participant in making an internal emergency transfer under VAWA when a safe unit is not immediately available.
  - i. These policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests pursuant to the Los Angeles CoC Coordinated Entry System (CES) Prioritization Policy.
  - ii. The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- f) Describe reasonable efforts the housing provider will take to assist a participant who wishes to make an external emergency transfer when a safe unit is not immediately available.
- g) Include policies for assisting a participant who is seeking an external emergency transfer under VAWA out of the housing provider's program or project and for assisting a participant who is seeking an external emergency transfer under VAWA into the housing provider's program or project. These policies may include:
  - i. Arrangements, including memoranda of understanding, with other housing providers to facilitate moves; and
  - ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- h) Include policies to allow participants to seek an internal and external emergency transfer concurrently if a safe unit is not immediately available.
- i) Describe policies for a participant who has tenant-based rental assistance and who is eligible for protections under VAWA to move quickly while retaining their assistance, where applicable.
- j) In situations involving family breakups due to the emergency transfer, specify what will happen with respect to the non-transferring family member(s).
- k) Permit a participant to terminate lease or occupancy agreement without penalty if they

qualify for an emergency transfer under the emergency transfer plan.

#### **A. Eligibility for Emergency Transfer**

Eligibility for an emergency transfer shall be established where participants who have self-certified as experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking:

- a) Expressly request the transfer in writing and;
- b) Reasonably believe there is a threat of imminent harm from further abuse if they remain within the same dwelling unit they are currently occupying.

Participants shall also be eligible for emergency transfer if they have experienced sexual assault on the premises. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. Housing providers shall not set additional eligibility requirements for an emergency transfer. To establish eligibility for an emergency transfer under VAWA (as described in their emergency plan) housing providers shall only require:

- a) A participant's written request to the housing provider for an emergency transfer where the participant certifies that they meet the criteria for protections under VAWA.
- b) Documentation of the occurrence(s) of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (in accordance with Section 5 of this policy) for which the participant is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. The documentation may be requested at the discretion of the housing provider.

#### **B. Reporting**

Housing providers shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a minimum of three years. Requests and outcomes of such requests must be reported annually to LAHSA; LAHSA will report records annually to HUD.

#### **C. Confidentiality**

Housing providers shall not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

#### **D. Emergency Transfer Timing and Availability**

Housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to another unit subject to availability and safety of unit.

Participants may use an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form. Participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking may provide self-certification concurrently with the emergency transfer request if they have not previously self-certified.

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who have or are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, the California Safe at Home Program at 1-877-322-5227, or a local domestic violence resource center for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY) and the California Safe at Home Program at 1-916-651-1304 (TTY).

Participants who have experienced sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have experienced stalking may seek help by visiting the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Participants who have experienced human trafficking may call the National Human Trafficking Hotline at 1-888-373-7888, or visit the online hotline at <https://polarisproject.org/get-assistance/national-human-trafficking-hotline>.

## **8. Bifurcation of Lease**

Housing providers may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking without regard for whether such household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and other household members to remain in the unit for 12 months to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.

## **9. Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

According to California Civil Code Sections 1941.5 and 1941.6,<sup>7</sup> "A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks." If a housing provider is also a property owner or "landlord", they shall change the locks for a housing unit pursuant to California Civil Code Sections 1941.5 and 1941.6.

All housing providers shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking from an alleged abuser or perpetrator. Housing providers shall seek prior funding approval from LAHSA for any alternative precaution that exceeds 50% of the administrative costs associated with processing an emergency transfer request.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. Housing providers shall, at a participant's request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that are listed in the emergency plan.

## **10. Non-Discrimination**

No applicant or participant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

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<sup>7</sup> California Civil Code Sections 1941.5 and 1941.6 require property owners to change locks within 24 hours for tenants who are victims of domestic violence, sexual assault or stalking and who have a restraining order or police report: [http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill\\_id=20092010058782](http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=20092010058782).

**Exhibit FF  
LAHSA Facility Standards  
(on next page)**



# 2019-2020 LAHSA Facility Standards

The Facility Standards (FS) apply to all LAHSA funded contracts for all populations. The system component Scope of Required Services (SRS) documents will contain contractual requirements specific to the component you are contracted to provide. The Facility Standards, Program Standards, Practice Standards, SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, comprise the entire Statement of Work for the system component being contracted.

## FACILITY STANDARDS

The Facility Standards are supplemental requirements in addition to the CES Policy Council Approved Universal Interim Housing Practice Standards that are specific to LAHSA funded contracts. All program sites or facilities that provide supportive services must adhere to these standards. These additional requirements have been identified to ensure the health, safety, and program fidelity for all participants of LAHSA funded programming.

In addition to these standards, please reference the following materials:

- Los Angeles County Code: <http://file.lacounty.gov/SDSInter/bos/supdocs/128791.pdf>
- The Los Angeles City & County Interim Housing Minimum Practice Standards
- 2010 ADA Standards for Accessible Design:  
<https://www.ada.gov/regs2010/2010ADASTandards/Guidance2010ADASTandards.htm>

**NOTE:** The guidelines below are specific to LAHSA and agencies should ensure compliance with additional applicable City, County and Federal requirements or guidelines. The guidelines set forth in the Facility Standards are established to provide minimum safety criteria for all persons in LAHSA funded programs.

## SYSTEM COMPONENT OVERVIEW

The goal of the Coordinated Entry System (CES) is to create a consistent approach to access and delivery of homeless services within Los Angeles. All contracts that include supportive services are considered a system component; the following is a list of system components, that however, is not an exhaustive list: Access Centers, Bridge Housing, Crisis Housing, Homeless Prevention, Housing Location, Housing Navigation, Outreach, Permanent Supportive Housing, Rapid Re-housing, and Transitional Housing.

## FACILITY REVIEWS

Facility reviews are conducted to ensure that each site is providing optimal care to participants and sites are adhering to contractual requirements outlined in the Statement of Work. Facility reviews will be conducted on bi-annual or annual frequencies. Determination of the frequency is dependent on the system component of the contract. LAHSA intends to provide at least 24 hours in advance before a site inspection. However, if extenuating circumstances arise or if it is part of the scheduled routine inspections by the Department of Public Health – Environmental Health unit (DPH – EH), LAHSA or DPH – EH may go unannounced. If the site is funded by any other system partner (i.e. Healthy Agency), LAHSA and the other funder reserves the right to conduct a joint review of the facility.

## FACILITY CONDITIONAL APPROVALS

Facilities/sites that have a conditional approval status must be “program ready” to operate the contracted functions of the statement of work at the site. LAHSA defines “Program Ready” as the site having the resources and infrastructure in place to start operations per LAHSA’s requirements and verified by LAHSA personnel. For contractors that have received a conditional award due a proposed site not being program ready, the contractor will be given two (2) months to make corrections from the time of award announcement. If the site is not program ready by the two (2) months mark, LAHSA reserves the right to reassess the conditions of their proposal and conditional award.



## **SUBCONTRACTOR FACILITY REVIEW APPROVALS**

If LAHSA's primary/direct contractor chooses to subcontract a service component, it is the responsibility of the primary contractor to review their own subcontractor sites at least twice annually, with the LAHSA Practice Standards Monitoring Tool and it must be submitted in MyOrg prior to subcontractor approval. In addition, if LAHSA's primary/direct contractor is requesting approval of a subcontractor, the primary/direct contractor will need to submit a facility review along with the appropriate documentation and pictures within the LAHSA subcontractor approval process. A LAHSA primary/direct contractor must not operate a facility (a proposed new site for a current contract or a subcontractor site) until they receive approval from LAHSA that the proposed site is approved. In addition, LAHSA reserved the right to conduct a site review of a subcontractor.

## **FACILITY GUIDELINES**

### **1. FACILITY POSTINGS**

- 1.1. Program rules must be posted in plain sight in a common area. Program rules must not be more than one (1) page double sided.
- 1.2. Grievance procedures must be posted in plain sight in a common area and meet the standards identified within the contract.
- 1.3. A Civil Rights poster must be posted in a common area within the facility.

### **2. GENERAL FACILITY**

- 2.1. The exterior of the facility must be clean and clear of debris. The exterior of the facility must not have trash and debris out in the open.
- 2.2. There must be no signs of electrical hazards such as loose or exposed wiring
- 2.3. In case of construction, renovations or moving, the area that is affected must, at least, have some type of barrier around the site to ensure safety.
- 2.4. The interior of the facility must not have visible cracks, holes, or leaks (water damage) on walls, floors, or ceilings.
- 2.5. The interior of the facility must be clean and maintained in a sanitary condition.
- 2.6. The interior walkways must be clear of obstacles and debris for easy in and out access for anyone.
- 2.7. The facility must have a natural or mechanical means of ventilation.
  - 2.7.1. If there is no thermostat that controls the temperature of the facility, there must be other means to provide necessary heating/cooling to ensure there is a working ventilation system.
  - 2.7.2. If there is a thermostat that controls the temperature of the facility, which is locked, staff must have access to it 24-hours a day.
- 2.8. There must be no mold or mildew on ceilings or walls.
- 2.9. The screens and frames of vents must not be rusted or broken and clear of dirt and debris.
- 2.10. Common areas must be welcoming for individuals from all backgrounds and, to the agency's ability, the site must be free from a significant number of religious artifacts.

- 2.11. **Family Site:** Stairways must have child guides and gates. If there are stairs in the common area of the facility, or if there are stairs to and from where participants sleep, there must be safety gates screwed in the walls at the top of the stairway.
- 2.12. **Family Site:** The facility must incorporate child-friendly decorations and materials, creating a safe and welcoming place for children and parent/guardians.
- 2.13. **Family Site:** The facility must provide a safe space for children to play with safe and age appropriate materials and toys.

#### **Lighting/ Electrical**

- 2.14. The facility must have adequate natural and/or artificial illumination to permit normal indoor activities and support the health and safety of the participants.
  - 2.14.1. All common areas, bathrooms, stairways and hallways within the facility must be well lit.
  - 2.14.2. All switches and light fixtures must be in good, working condition.
  - 2.14.3. There must be enough electrical outlets to permit safe use of essential electrical appliances.

#### **Pest Control**

- 2.15. The facility must be free of rodent and insect infestations.
- 2.16. The facility must have a pest control log which indicates frequency of fumigation.
- 2.17. All sites must have an inspection for rodents and insects by a certified pest control company. If an infestation is found, the agency must fumigate and make appropriate reasonable accommodations for the participants.

#### **Health & Safety**

- 2.18. There must be evacuation signs posted in all common areas which state that an exit is defined as an unobstructed path for exiting to a public way from any place in a building. Evacuation plan must have procedures and route assignments, such as floorplans, workplace maps, and safe or refuge areas, the plans must also indicate:
  - 2.18.1. All exits;
  - 2.18.2. Exits in case of fire;
  - 2.18.3. The location of the primary and secondary exits locations;
  - 2.18.4. Exits for those with mobility devices (must not be substantially different from the other exits, unless there are stairs in the facility);
  - 2.18.5. Location of first aid kit(s);
  - 2.18.6. Location of fire extinguisher(s);
- 2.19. If the site has security bars/gates on both the windows and the doors, these must be openable or removable from within the facility without the use of a key, tool, special knowledge, or effort.
- 2.20. Windows and doors must have locks, which are openable or removable from within the room/facility without the use of a key, tool, special knowledge, or effort.

- 2.21. Emergency numbers must be posted in all common areas, which are easily accessed and posted in a visible area in case of emergency.
- 2.22. The program must have some type of security protocol in place that outlines building security and safety for participants personal space and belongings.
- 2.23. The program must have a protocol in place for staff to monitor who is coming in and out of the program/site.
- 2.24. The Fire Extinguisher to square footage ratio must be 1/3000 sq./ft. Whatever the square footage is of the facility the number must be rounded up and never down (6,200 square feet = 3 Fire Extinguishers), or as directed by a fire service professional. We rather be too safe than not safe enough.
- 2.25. All fire extinguishers must be fully charged and labeled. Any time a fire extinguisher is used, it must be immediately replaced if it is a single use extinguisher, or recharged by a professional fire extinguisher servicing company, if it is rechargeable.
- 2.26. Fire extinguishers in the kitchen must be "ABC" multiuse, which can be used on all types of fires. The agency shall assure that portable fire extinguishers are subjected to annual maintenance checks by a certified fire protection company.
- 2.27. **For Interim Housing Sites:** There must be at least one (1) working battery operated or hard-wired smoke detector in each occupied unit or in an area of ten (10) beds or less.
- 2.28. There must be at least one (1) working battery operated or hard-wired smoke detector in each common area, including but are not limited to: laundry rooms, day care centers, hallways, stairwells, and other common areas.
- 2.29. Smoke detectors must be in all stairs and hallways and must be located on or near the ceiling and away from corners.
- 2.30. All First Aid kits must be full, and follow OSHA regulation standard 1910.151b, and OSHA/ANSI certified.
- 2.31. All first aid kits must be readily available for anyone in the facility. **Note:** If a participant needs an item from the first aid kit, they must know where the first aid kit is and have access to the resource with-or-without staff oversight.
- 2.32. There must be a designated place to store and/or refrigerate participant medication. Medication requiring refrigeration must be stored in a refrigerator in a stored container. Staff must ensure that medication not centrally stored be kept in a safe and locked place by the participant.

### **3. SANITARY FACILITIES**

- 3.1. All sanitary facilities must be in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
- 3.2. All sanitary areas must have a log to identify when and by whom the restrooms were maintained.
- 3.3. There must be a restroom to participant ratio of one (1) toilet and wash area for every fifteen (15) participants.

- 3.4. All toilets and sinks must be maintained and kept in proper working order.
- 3.5. Restroom facility must contain a separate compartment with a door and walls or partitions that are sufficiently high to ensure privacy if there is more than one toilet in the restroom.
- 3.6. All bathrooms or stalls must have locks from the inside and ensure there is privacy.
- 3.7. Restrooms with mirrors must NOT have the following:
  - 3.7.1. Black spotting
  - 3.7.2. Cracks
  - 3.7.3. Chipping
- 3.8. For each individual shower unit, there must be a shower curtain and/or privacy partition.
- 3.9. Showers must have floor mats to prevent slipping/falling, inside and outside of the shower.
- 3.10. If participants need hygiene products, such as towels, soap, deodorant, toilet tissue, feminine hygiene products, the staff at the facility must make them available.

#### 4. SLEEPING AREAS (SHELTERS ONLY)

- 4.1. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep, as well as adequate space and security for themselves and their belongings.
- 4.2. The sleeping area needs to comply with 2010 ADA standards. **Note:** The ADA requirement between beds is 36" apart.
- 4.3. The facility must provide sheets, blankets, towels, pillows, etc. for the participant and/or household, when they are needed.
- 4.4. The sleeping area must be separate from the food storage and/or food preparation areas.
- 4.5. Participants must have access to private, locked spaces for their belongings.
- 4.6. There must be storage and/or closet space for participants to place their belongings.
- 4.7. The sleeping area must be free of bed bugs.
- 4.8. All sites must have a bed bug mitigation plan, which must include:
  - 4.8.1. How the staff plan to reduce the number of hiding places;
  - 4.8.2. How they plan to keep the facility clean from clutter;
  - 4.8.3. A schedule, of how they plan to wash and heat dry sheets, blankets, bedspreads;
  - 4.8.4. A schedule for regular inspections
- 4.9. Site inspection from a rodent/infestation professional must be conducted at least twice (2) a year.
- 4.10. All sites must have a facility maintenance plan that ensures a clean, safe, sanitary and serviceable facility. The plan must include the content and frequency of inspections.

- 4.11. A mitigation plan must be made if a site or unit needs to be shut down due to any issue, which would indicate how the program will facilitate participant service and notify LAHSA of any changes to the facility/program. If a unit must be closed for more than a week, LAHSA HMIS, Performance Analysis and Reports and Performance Management Units must be notified.
- 4.12. All sites must have a facility maintenance log, which indicates all maintenance performed or needed.

*The following is the 2019 CES Policy Council Approved Universal Interim Housing Practice Standards.*

*If the CES Policy Council Approves a Revision, the most up to date revision is what will be monitored to.*

# 2019 Los Angeles City & County

## Interim Housing Minimum Service and Operations Practice Standards

### INTERIM HOUSING OVERVIEW

Interim Housing is an intervention that provides people experiencing homelessness with temporary housing intended to resolve their immediate experience of unsheltered homelessness, to connect participants to permanent housing opportunities in their communities, and to provide various other services. Interim Housing, as defined by Los Angeles County, includes Crisis Housing, Winter/Seasonal Shelter, Bridge Housing, Recovery Bridge, Recuperative Care, Stabilization Housing, and Safe Haven programs (see Glossary for definitions).<sup>1,2</sup>

### INTERIM HOUSING PRACTICE STANDARDS

These Interim Housing Practice Standards establish minimum requirements for the operation of Interim Housing programs in Los Angeles City & County, to which such programs (formerly known as “emergency shelters” within Los Angeles County) shall adhere. This document is not intended to stand on its own and shall be read in conjunction with other funders’ contractual requirements. **Standards will be reviewed on an ongoing basis**, and may be amended to best reflect current best practice, priorities and stakeholder feedback.

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Appendix A – Glossary

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<sup>1</sup> Transitional Housing, while technically categorized as Interim Housing, will have separate Practice Standards developed.

<sup>2</sup> Augmented Winter Shelters are exempt from these standards.

## 1. PHILOSOPHY & DESIGN

Programs shall be required to serve all participants with a Housing First approach. The Housing First philosophy is based on the premise that stable housing is a critical determinant of health, education, employment, and other positive outcomes related to well-being. Housing First programs do not require any preconditions for admittance. Instead, the focus is on quickly moving people experiencing homelessness into permanent housing with needed services. In practice, this means that participants shall not be rejected or exited from Interim Housing due to lack of sobriety or income, or based on the presence of mental health issues, disabilities, or other psychosocial challenges.

Programs shall also ensure that a Harm Reduction approach is used in serving participants. Programs using Harm Reduction strategies work with participants to reduce the negative consequences of continued use of alcohol, drugs, or non-compliance with medications rather than establishing no-tolerance policies, or termination assistance based on a participants' inability to achieve sobriety or due to medication non-compliance. Program service strategies shall include all possible approaches to assisting participants in their efforts to reduce or minimize risky behaviors, while at the same time helping participants move into, and stabilize in, permanent housing. This approach has its limits, of course: Harm Reduction approaches are not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants or staff.

In addition to implementing a Housing First model which incorporates Harm Reduction techniques, all programs shall incorporate Trauma Informed Care into their delivery of services. Trauma Informed Care is an organizational structure and service framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care emphasizes physical, psychological, and emotional safety for participants, families, and service providers alike, and helps participants rebuild a sense of control, personal empowerment and reduce re-traumatization. In practice, Trauma Informed Care services account for trauma in all aspects of service delivery and prioritize the trauma survivor's safety, choice, and control. Trauma Informed Care services create and promote a culture of nonviolence, learning, and collaboration.

Programs shall develop and maintain a set of policies for educating and training program staff on Housing First, Harm Reduction strategies, and Trauma Informed Care.

## 2. SYSTEM COLLABORATION

1. Programs shall participate fully in the greater Los Angeles County homelessness assistance system, including the Los Angeles Coordinated Entry System (CES).
2. To ensure coordination with the CES, program staff shall participate in all relevant CES and SPA-level activities, including system and service coordination meetings.
3. Programs shall leverage resources through active collaboration with other programs that provide services to participants within their respective communities.
4. Programs funded by LAHSA shall accept referrals according to LAHSA Interim Housing Scope of Required Services.
5. Programs funded by the Los Angeles County Health Agency shall accept referrals at the direction of applicable Health Agency department.

6. Interim Housing programs in which the funder does NOT vet and refer the participants shall prioritize referrals for those who are the least likely to resolve their homelessness without assistance. This includes those with the most acute need of Interim Housing, specifically people who are unsheltered and/or identified for the program by an Outreach Coordinator or an Outreach Team.

### 3. ADMISSION, INTAKE, & ASSESSMENT

1. Programs shall not establish supplementary admission requirements or criteria in addition to those established by program funders.
2. Whenever possible, programs shall work to divert participants seeking program entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them. If resources are needed to successfully divert a person from entry into the homeless system, a referral shall be made to a CES Diversion/Prevention program (when available).
3. For participants the program is unable to divert,
  - a. programs shall confirm within HMIS that CES assessment tool has been completed.
  - b. If no tool has been completed, program staff shall complete or update the appropriate CES assessment tool (e.g. VI-SPDAT, Family-SPDAT, or Next Step Tool for Youth) as part of the intake and assessment process.<sup>3</sup>
4. Completion of CES assessment shall not be a barrier to program entry.<sup>4</sup> If participant is unable to complete the CES assessment at time of entry, the participant shall be given an opportunity to complete the assessment as soon as possible if no other viable housing options are identified through diversion strategies.
5. Programs shall make an attempt to serve families intact regardless of family composition.
6. Programs shall pursue reasonable accommodations to better-serve all participants, including, but not limited to, ADA.
7. Programs shall ensure that participants are provided safe and adequate Interim Housing accommodations and services based on each participant's self-identified gender identity.
8. Programs shall ensure that intake and assessment practices take into account the safety, security, and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are referred to Interim Housing programs and/or are seeking Interim Housing services.
9. Programs shall develop and implement policies and procedures to ensure the continued confidentiality and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are admitted into the Interim Housing program.
10. During Intake, programs shall orient participants to all program guidelines and expectations.

### 4. CASE MANAGEMENT<sup>5</sup>

1. All programs shall provide Case Management services.
2. Case Management services shall include at least the following: An assessment of housing and service needs within seven days of admittance, the establishment of a Housing and Services Plan, and connections to community resources and opportunities.

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<sup>3</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>4</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>5</sup> Department of Public Health SAP-C Recovery Bridge beds are excluded from Case Management standard.



- a. Interim Housing programs operating temporary/seasonal programs (i.e. Winter Shelter or other cold/wet weather programs) shall offer Case Management services and Housing Stability Plans for all participants who have stayed seven or more consecutive days or by participant request.
- 3. Case Management shall coordinate all permanent housing activities with any additional Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
  - a. Interim Housing staff shall serve as point of contact for program participants, to maintain contact and facilitate communications with housing search and placement programs, property owners, property managers, landlords, etc., to assist participants with activities related to securing permanent housing placement.
- 4. Case Management shall make rapid connections to a broad continuum of resources and shall promote the participant's active involvement in their Housing and Services Plan while emphasizing the temporary nature of their stay in the Interim Housing program.
- 5. Case Management services shall always be voluntary and participant-centered. It is the responsibility of the Interim Housing program to offer these services as frequently as needed to support participants. Case Management services shall be offered no less than once a week or as required by the funder.
- 6. Programs shall provide space for the provision of Case Management. Such spaces shall ensure privacy and confidentiality, as well as safety and security, for both participant and program staff.

## 5. HOUSING & SERVICE PLANNING

- 1. Following Intake and Assessment, Case Managers shall develop Housing and Services Plans that focuses on finding permanent housing for each individual or family, and also provide supportive services in coordination with the participant and any Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
- 2. The Housing and Services Plan shall identify the participant's needs, goals, actions to be taken, and progress towards goals. The Housing and Services Plan shall ensure that participants' Interim Housing stay is as short as possible. Housing and Services Plans shall be updated as the participants' needs and/or goals change, and as steps are completed or updated.
- 3. Program staff shall continuously engage participants who do not progress on their plans or who are not willing to address Housing and Services Plan action steps. Continuous engagement shall be offered no less than once a week or as required by the funder.
- 4. Programs shall assist participants with a range of funded and leveraged activities that address the participants' goals (as stated in their Housing and Service Plans), including but not limited to:
  - a. Assistance obtaining identification and other documents that are required for securing permanent housing;
  - b. Enrollment in eligible mainstream resources (TANF, SSI/SSDI; health insurance, public benefits);
  - c. Connections to substance abuse, mental health, physical health, employment/vocational, educational services, legal assistance, money management, subsidized childcare, food resources as well as life skills coaching. Programs shall also make efforts to provide participants reasonable access to phone and transportation resources.
  - d. When a referral is made to any community service, case managers shall provide a warm handoff and a follow up to ensure the linkage has been made.

## 6. STAFF TRAINING

1. Programs shall establish and document a regular process for onboarding new staff and regularly update the training procedures for current staff.
2. Program trainings shall include a review of all Interim Housing program policies and procedures, including those discussed in these practice standards.
3. All Interim Housing staff shall receive training upon hire or upon request by funder and/or program management to ensure competency within the following core areas:
  - a. Program Operations;<sup>6</sup>
  - b. Effective interactions with participants;
  - c. Housing First & Low Barrier Practices;
  - d. Harm Reduction;
    - i. Overdose Prevention and Intervention
  - e. Trauma Informed Care, including Secondary Trauma;
  - f. Mental Health First Aid;
  - g. Non-Violent Crisis Intervention;
  - h. Stages of Change/Motivational Interviewing;
  - i. Equal Access Gender Identity Policy;
  - j. Emergency evacuation procedures (for single structure housing);
  - k. Domestic Violence & Safety Planning;
  - l. CPR, First Aid, & Communicable Disease procedures; and
  - m. Cultural Responsiveness (which shall be reflective of population and community served).
4. Certificates and other documentation that verify training attendance shall be maintained for each employee and documented in the employee's file.
5. Program staff considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
  - a. Programs must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.

## 7. PROGRAM OPERATIONS & ADDITIONAL SERVICE STANDARDS

### 7a. Program Operations

1. Hours of operations shall be made known to participants. Interim Housing programs shall accommodate participants who require supportive services during evening and weekend hours.<sup>7</sup>
2. Programs shall develop and implement a language access policy and procedure to ensure that all participants receive necessary program information according to their needs.<sup>8</sup> The following components shall be included in the policy and procedure:
  - a. Strategies for meeting the needs of those with visual and/or hearing impairments; and
  - b. Written materials and program forms in languages that reflect the population being served.
3. Program shall accept all eligible participants with Service Animals per ADA and must provide reasonable accommodations for Emotional Support Animals.

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<sup>6</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>7</sup> Refer to Los Angeles County Coordinated Entry System access policies.

<sup>8</sup> Refer to Los Angeles County Coordinated Entry System access policies.

4. Programs shall develop a process for distributing and communicating program rules to participants that is approved by the funder and includes the following components: Program expectations, participant responsibilities, and guidelines that outline behaviors that will lead to termination from the program. Program rules shall be Trauma Informed and not punitive. Program shall explore all options to continue providing temporary housing and services to program participants who have violated program rules, short of program termination.
5. Programs shall develop and provide participants with a written policy that outlines participants' rights upon admission. A statement of these rights, and how they are to be operationalized in that specific program, shall also be posted in the facility, and shall include instructions for grievances. The rights to be specified shall include, but are not limited to:
  - a. The right to be treated with dignity and respect;
  - b. The right to religious liberty;
  - c. The right to privacy;
  - d. The right to be treated with cultural sensitivity;
  - e. The right to self-determination in identifying and setting goals;
  - f. The right to present complaints and grievances;
  - g. The right to have an advocate present during appeals and grievance processes;
  - h. The right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy;
  - i. The right to review their records and external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy;
  - j. The right to be clearly informed, in understandable and applicable language, about the purpose of the services being delivered;
  - k. The right to leave and return to the facility at reasonable hours in accordance with the program rules and standards, unless coordinated by site management; and
  - l. The right to stay in facility 24 hours per day, except during required facility maintenance or non-operational hours per funder contract.
    - i. Temporary/seasonal Interim Housing programs (i.e. Winter Shelter) that are funded for 14-hour operations shall allow participants access to program facility 24 hours per day during periods of inclement weather, as directed by the funder.
6. Safe Surrender posters shall be posted in a common area within the facility.
7. Suspected child or elder abuse and/or neglect from dependent adults shall be reported to the proper authorities according to State of California Mandated Reporting laws.
8. Programs shall maintain a daily census of participants.
9. Programs shall not require participants to perform chores or work duties.
10. Programs shall permit participants, during their period of stay, to report the program address as their legal residence for purposes such as receipt of mail and school and voter registration. If program safety policies prohibit listing address, program may provide an alternate address.
11. Programs shall establish policies and procedures with respect to participant satisfaction and grievances (see Appendix B: Grievance Policies & Procedures for more details).
12. Programs shall establish and procedures policies with respect to ADA Compliance in accordance with all applicable laws (see Appendix C: ADA Compliance for more details).

#### **7b. Program Administration**

1. Programs shall not require participants to take part in religious activity.
2. Programs shall not deny participation on the basis of race, religion, ancestry, color, national origin, sex, sexual orientation, gender identity, age, or disability. However, facilities may serve a particular target population as directed by the funder.<sup>9</sup>
3. Publicly funded programs shall not charge participants for housing or other services (including surrendering cash and non-cash benefits).
4. Program staff shall be made identifiable through uniform attire or identification badges.
  - a. Programs operating Interim Housing in confidential locations shall be exempted from this requirement to ensure the safety and security of participants and staff.
5. Programs shall maintain an organizational chart which lists all staff funded under the Interim Housing program.
6. Programs shall maintain clear and comprehensive job descriptions for all staff positions.
7. Programs shall maintain a quality assurance plan that outlines a process for the integration of participant feedback into revisions to program policies and procedures.
8. Programs serving youth/minors, and/or families with children, shall identify/designate staff that are responsible for coordinating with the McKinney-Vento Liaison(s) within the local school districts and/or charter schools so that the Interim Housing programs shall assist families, youth, and minors to:
  - a. Reconnect homeless youth back into school;
  - b. Ensure homeless K-12 students have access to the resources, materials and support(s) to stay in school and fulfill their academic goals;
  - c. Connect the student(s) to educational services which may not be available on the local school campus.
  - d. Connect homeless children under the age of 5 to Head Start, public schools, etc.
  - e. Connect TAY back to high school, college, job training, etc.

#### **7c. Data Collection & Documentation**

1. Programs shall maintain participant records that include documentation of all participant assessments, Housing and Services Plans, referrals, placements, interventions, or follow-up activities.
2. Programs shall enter data into the funders' data systems as required by funders. Data reported shall align with all policies and procedures outlined by funders.
3. Files containing participant information shall be stored in a secure and locked location (to maintain confidentiality). Documents shall only be accessible by authorized personnel.

#### **7d. Security, Health, & Safety**

1. Programs shall develop written policies and procedures that address universal precautions, tuberculosis control, and disease prevention, and are in compliance with Department of Public Health guidelines.
2. Programs shall ensure that at least one staff per shift has been trained in and has an up-to-date certification for CPR and emergency first aid procedures. For adult only facilities, at least one staff

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<sup>9</sup> Refer to Los Angeles County Coordinated Entry System nondiscrimination policies.

per shift shall have an Adult CPR/AED certification. For family sites, at least one staff per shift shall have an Adult and Pediatric CPR/AED certification.

3. Programs shall establish a policy and procedure for all entry and exits that includes sign in/out procedure for all participants.
4. Programs shall develop a policy and procedure for emergencies, disasters, and security, including the stockpiling of appropriate quantities of water and food rations. The plan shall include policies and procedures for:
  - a. Reporting a fire or other emergency;
  - b. Emergency evacuations, including the differences in evacuation procedures depending on the type of evacuation and exit route assignments;
  - c. Assisting participants in their evacuation;
  - d. Accounting for all participants and staff after evacuation;
  - e. Staff performing rescue or medical duties;
  - f. Detering theft and protect participant and staff from harm; and
  - g. Crisis interventions when staff are required or permitted to call 911, make a police report, or perform other non-violent interventions.

#### **7e. Medication Management & Storage**

1. Interim Housing programs shall develop and implement a policy, subject to review and approval by program funder, regarding participant medication and its storage. The policy shall address medication storage, documentation, and medication support, refrigeration, and shall include a secured and locked location for medicine storage such as a medication cabinet, locker, or drawer.

#### **7f. Food Preparation & Meals**

1. The program shall provide three meals per day to each participant: a breakfast, a lunch, and a hot dinner, or meals on another schedule as defined by funder contract.
  - a. Meal plans and schedules shall be made weekly and posted in common areas. Any changes to the menu or schedule shall also be posted in common areas.
  - b. Meals shall be served in an area specifically designated for meal consumption where adequate space for comfortable, seated dining is available to each participant.
  - c. Programs shall accommodate participants who have special dietary needs due to medical necessity or religious beliefs.
  - d. Meals shall be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.
  - e. Participants shall have access to drinking water throughout the day.
2. If meals are not prepared on site, programs shall provide catered meals, or otherwise make arrangements that ensure each participant is provided with adequate meals.

#### **7g. Restrooms, Showers, & Laundry**

1. Interim Housing programs shall provide participants access to showers, sinks, and toilets.
  - a. Access to showers, sinks, and toilets shall be made available according to participant gender identity, in compliance with all applicable federal, state, and/or local mandates.
2. Programs shall ensure that all sheets, towels, and blankets are laundered weekly or more frequently as needed.
3. If applicable, laundry equipment (washers/dryers) shall be provided free of charge to participants and include access to free detergent. If washers and dryers are not onsite, programs shall provide assistance with accessing laundromat services (i.e. funds for detergent, tokens, etc.).

#### 7h. Environment

1. Programs shall ensure that the facility is clean and complies with Department of Public Health Interim Housing Facilities Standards and all other applicable building, safety, and health codes.
2. Programs shall maintain a heating and ventilation system that maintains a comfortable temperature.
3. Programs shall establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean, and comfortable environment, and work diligently to prevent and eliminate insect and rodent infestations.
4. Programs shall provide trash receptacles throughout the facility. Trash shall be taken out of the facility into a localized dumpster and/or wheeled trash can multiple times within a shift or whenever full.
5. Programs shall provide each participant with a bed (or crib/bassinet for infants) and clean bedding that includes towels, sheets, a blanket, and a pillow.<sup>10</sup>
6. Programs shall provide access to storage for participants' personal belongings during their stay.
7. Family Sites Only:
  - a. Programs shall ensure that all furniture is child-safe and install childproof safety latches for drawers and cabinets with dangerous items.
  - b. Programs shall provide baby changing stations and/or a safe place to change diapers.

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<sup>10</sup> Winter shelters may provide cots for beds.

## **Appendix A. Glossary**

### **Assessment**

An evaluation of a participant's strengths and barriers in achieving housing stability and other outcomes related to stability. The information provided through the assessment informs program referrals and Housing and Services Planning.

### **Bridge Housing**

Temporary/interim housing that serves to "bridge" persons directly from homelessness to housing, via a reserved bed that facilitates placement into permanent housing. Beds are prioritized for high-acuity persons, persons matched to housing resources, and persons exiting institutions.

### **Coordinated Entry System (CES)**

The Los Angeles County Coordinated Entry System (LA County CES) facilitates the coordination and management of resources that comprise the homeless crisis response system in the county. CES allows users to efficiently and effectively connect people to interventions that aim to rapidly resolve their housing crisis. CES works to connect the highest need, most vulnerable persons in the community to available housing and supportive services equitably.

### **Coordinated Entry System (CES) Assessment**

The Los Angeles County Coordinated Entry System utilizes a triage and prioritization assessment tool called the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT). This tool is implemented as part of CES to assist in prioritization of housing program resources based on participant vulnerability.

### **Crisis Housing**

Short term, low-barrier emergency shelter for participants experiencing a housing crisis, targeting those who are homeless or at imminent risk of becoming homeless. Crisis Housing provides clients with stability as they are quickly assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.

### **Diversion**

A strength-based, creative problem-solving conversation with people experiencing immediate housing crisis and who are currently seeking assistance through the homeless response system. Examples of diversion can include conflict resolution, family reunification, and one-time financial assistance that will assist with an alternative housing solution (short or long term) outside of the homeless response system.

### **Equal Access Gender Identity Policy**

On August 25, 2017, the LAHSA Board of Commissioners adopted its policy on equal access in accordance with an individual's gender identity in the Los Angeles Continuum of Care. This policy, titled Equal Access and Gender Identity (EAGI), requires that contractor, programs, shelters, other buildings and facilities, benefits, services and accommodations, regardless of funding source, ensure equal access to an individual in accordance with their gender identity.

### **Family**

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child

who is temporarily away from the home because of placement in foster care is considered a member of the family.

#### **Funder**

Funder refers to any public or private agency or organization that provides direct financial contribution, as well as fiscal and programmatic administration and oversight, to non-profit organizations, community-based organizations, etc., for the operation and services of Interim Housing facilities and programs.

For the purposes of these Standards, funders may include, but not be limited to: Los Angeles Homeless Services Authority (LAHSA); Los Angeles County Department of Children and Family Services (DCFS); Los Angeles County Department of Public Social Services (DPSS); Los Angeles County Department of Health Services (DHS); Los Angeles County Department of Mental Health (DMH); Los Angeles County Department of Public Health (DPH); Housing and Community Investment Department of the City of Los Angeles (HCIDLA)

#### **Harm Reduction**

Harm reduction is a set of practical strategies that reduces the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence.

#### **Housing First**

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to safe, stable housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to safe, stable housing.

#### **Intake**

Capturing basic client data into a database upon entry into a program (e.g., capturing and loading required data to HMIS upon entry to emergency shelter). This process shall also begin to identify a participants' service needs and lay the foundation for a housing plan to return the participant to stable housing.

#### **Low Barrier**

Policies and practices designed to "screen in" rather than screen out applicants with the greatest barriers to housing, such as having very low-income, poor rental history, or criminal history. Low Barrier is an active approach to the Housing First model that ensures homeless participants and families may quickly exit homelessness.

#### **Motivational Interview Principles**

A clinical approach that emphasizes a collaborative therapeutic relationship in which the clinician "draws out" the client's own motivations and skills for change, thereby empowering the client.

#### **Practice Standards**

Practice Standards are minimum baseline requirements for each system component which all funders and funding administrators agree to adopt and incorporate into their program guidance and funding contracts with contractors.



**Reasonable Accommodation**

Under Title II of the Americans with Disabilities Act (ADA), a Reasonable Accommodation (RA)/Reasonable Modification (RM) is a modification in rules, policies, practices, or services, that is provided when such accommodations would be necessary to afford an individual with a disability equal opportunity to participate in programs and/or services of a covered agency. Provision of RA/RM could mean:

- Modification of rules, policies or practices;
- Removal of architectural or communication barriers; or
- Provision of auxiliary aids and services needed for an individual with a disability to utilize a public service.

**Recovery Bridge**

Recovery Bridge Housing (RBH) is a type of abstinence-based, peer supported housing that combines a subsidy for recovery residences with concurrent treatment in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or outpatient withdrawal management (OP-WM) settings. RBH is often appropriate for participants with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.

**Recuperative Care**

Temporary housing in which participants receive health and mental health oversight, usually for an acute illness or injury.

**Stabilization Housing**

Temporary housing with case management and other supportive services for vulnerable participants, with the goal of improving participants' health and increasing their housing security.

**Safe Haven**

Safe havens are supportive housing that shall not require participation in services and referrals as a condition of occupancy. Instead, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services or referrals and will eventually be ready to move to more traditional forms of housing.

**Transitional Housing**

Transitional Housing is conceptualized as an intermediate intervention between emergency shelter/crisis housing and permanent housing. It is intended to be more long-term, service-intensive and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network.

**Trauma Informed Care**

Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and

training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

**Winter/Seasonal Shelter**

A low-barrier to entry, hypothermia prevention program providing basic shelter operations (showers, two meals, a bed, open for a minimum of 14 hours).

**Warm Handoff (aka Linkages)**

A personalized participant referral or transfer of care from one service provider to another. A warm handoff typically includes a face-to-face introduction between participant and providers to promote successful connections with the new provider and minimize any service disconnection.

## APPENDIX B. GRIEVANCE POLICIES & PROCEDURES AND TERMINATION POLICIES & PROCEDURES

### Grievance Policies & Procedures

1. The following are the Grievance and Termination Policies and Procedures minimum standards.
  - a. Programs shall maintain a written set of Grievance Policies and Procedures and Termination Policies and Procedures.
  - b. Programs shall submit a copy of the Grievance Policies and Procedures and the Termination Policies and Procedures to the program's funder(s) for review and approval.
  - c. The Grievance Policies and Procedures and the Termination Policies and Procedures shall be discussed with participants during intake and copies offered to the participant.
  - d. Programs shall maintain documentation of the participant's signature acknowledging that the Grievance Policies and Procedures and Termination Policies and Procedures were discussed and offered to them or documentation that the client was unable/unwilling to sign the acknowledgement.
  - e. Grievance Policies and Procedures and Termination Policies and Procedures shall be prominently displayed in common area(s) in the facility.
2. Grievance Policies and Procedures shall include, but are not limited to, the following:
  - a. The identification of at least one staff and an alternate (by staff title, not name) who are responsible for addressing all grievances. The designated alternate shall be responsible for addressing grievances in which the designated staff is the subject of the grievance;
  - b. Information about how the participant can file a grievance, including information about how they can contact assigned staff(s) and alternate(s) to file a grievance;
  - c. A timeline not to exceed 72 hours in length, during which the participant will acknowledge the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a written decision about the grievance that includes the factors that led to the final determination;
  - d. Information about how the grievance will be reviewed, including a discussion of what facts will be used in the review;
  - e. Information about the appeal process to be entered into if the participant is not in agreement with the grievance decision including the identification of at least one staff and an alternate (by staff title, not name) who are responsible for a second level review of the grievance and a timeline not to exceed 72 hours in length, during which the participant will receive acknowledgement of the request for a second level review of the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a second level written grievance decision that includes a statement of the factors that led to the final determination;
  - f. Information about the appeal process to be entered into if the participant is not in agreement with the second level grievance decision that includes discussion of the client's right to contact the Department of Public Health, the funder or Dispute Resolution Services for review of the programs decision, and the contact information for these entities;
  - g. Request for Dispute Resolution Services may be referred to the:

Office of the Los Angeles City Attorney Dispute Resolution Program  
City Hall  
200 N Spring Street, 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Office: (213) 978-1880

Fax: (213) 978-1312

Email: [Mediate@lacity.org](mailto:Mediate@lacity.org);

- h. Discussion of how the confidentiality of the participant who filed a grievance and the written grievance will be ensured; and
- i. Discussion of the receipt and outcome of all grievances will be documented and maintained including the date the grievance was submitted, the date the submission was acknowledged, the staff that addressed the grievance and the date the participant received the written grievance disposition.

#### **Termination Policies and Procedures**

1. Termination Policies and Procedures shall include, but are not limited to, the following:
  - a. The reasons for terminations. These reasons might include possession of weapons, sexual misconduct, behaviors that are a danger to others, verbally/physically threatening behaviors, or direct observation of participant engaging in illegal activity on site.;
  - b. Contacting the funder, if required, prior to terminating the participant. Exceptions to this include behaviors necessitating calling 911 and situations requiring immediate termination that occur on the weekends and evenings. In these instances, and if required, the funder shall be contacted the following business day;
  - c. Discussion of how participants will receive written notification of terminations and informed that they may appeal the decision by filing a grievance; and
  - d. Discussion of how terminations will be documented, and the maintenance of any police reports or other documents associated with the termination such as written confirmation of meetings with the participants regarding their possibly being terminated.

## APPENDIX C. ADA COMPLIANCE

The following section outlines requirements related to ADA compliance. If a site is unable to comply with any of the following standards, programs shall document that reasonable accommodations to meet the accessibility needs of participants was provided, and program must ensure that documentation of reasonable accommodations is filed for future monitoring.

1. Facilities shall be accessible to participants with mobility devices.
2. Facilities shall not have areas, in or out of the property, with broken, raised, or unlevel sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
3. Entry into the facility shall be accessible to participants with limited mobility, including participants who use wheelchairs or scooters, manually-powered mobility aids such as walkers, crutches, or canes.
4. The exterior of the facility shall be accessible for participants with disabilities when approaching, entering or inside the location.
5. Programs shall provide at least one restroom with at least one stall with a five-foot turning radius.
6. All restrooms established under this section shall have handles for an individual using a mobility device to move themselves without assistance.
7. If parking is available at the facility, programs shall provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space shall provide enough room for a van with a hydraulic side lift to go up and down without any issue.
8. All fire alarm systems and fire extinguishers shall be no more than 48 inches from the ground for easy access in case of an emergency.
9. All programmatic areas shall be accessible for an individual with a mobility device.
10. Programs shall provide at least one shower accessible for those with a mobility device, regardless of gender.
11. Program sites with more than 50 beds shall provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
12. Programs shall provide accessible beds for persons with mobility disabilities designed for easy transfer from a mobility device.
13. If there are common/communal areas located at the facility, they shall be accessible for all participants, including those with mobility devices.
14. If there is a dining area located in the facility, it shall be accessible for all participants, including those with mobility devices.
15. Doors within the facility shall be equipped with a handle which can be opened with a closed fist rather than a knob.
16. Accessibility postings shall be posted in plain sight in a common area of the facility.

**Exhibit GG**  
**LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy**  
**(on next page)**



## SUB-RECIPIENT REQUEST FORM: CONTRACT MODIFICATION, AMENDMENT, or WAIVER

Refer to the Sub-Recipient Contract Modification, Amendment, Waiver Policy

- Complete form & justification for request
- Form must be signed by Sub-Recipient's authorized signatory
- Email form & supporting documentation to [contracts@lahsa.org](mailto:contracts@lahsa.org)

Requestor		
Sub-Recipient Name		Contract Number
		Date of Request
Contact at Sub-recipient		
Name:	Phone:	
Title:	Email:	
Select Type of Request		
<b>Modification</b> <input type="checkbox"/> Change of Administrative Contact (e.g. Fiscal, Program, Data) <input type="checkbox"/> Change of Administrative Address <input type="checkbox"/> Change to Match Source <input type="checkbox"/> A shift of less than 10% between Categories within a Program Component in a single Contract <sup>B,P</sup> <input type="checkbox"/> A shift of less than 10% between Sub-Categories within a Program Component in a single Contract <sup>B,P</sup>	<b>Amendment</b> <input type="checkbox"/> Change to Legal or DBA Name <sup>P</sup> <input type="checkbox"/> Change to Site Address <sup>P</sup> <input type="checkbox"/> Change to Sub-contractor <sup>P</sup> <input type="checkbox"/> Change to number of Contracted to Serve <sup>P</sup> <input type="checkbox"/> Change to Population Contracted to Serve <sup>P</sup> <input type="checkbox"/> Change to Program Component <sup>P</sup> <input type="checkbox"/> Change to Term – no cost extension <input type="checkbox"/> Change to Term – early termination <input type="checkbox"/> A shift of over 10% between Categories within a Program Component <sup>B,P</sup> <input type="checkbox"/> A shift of up to 10% between LA County Measure H Strategies within a SPA <sup>B,P</sup> <input type="checkbox"/> Change to Compensation Total <sup>B,P</sup>	<b>Waiver</b> <input type="checkbox"/> Request to waive a contract requirement
<sup>B</sup> Budget Modification Template required <sup>P</sup> Program Profile Template required	<sup>B</sup> Budget Modification Template required <sup>P</sup> Program Profile Template required	
Details & Justification		
Please provide specific details for the Request (Attach additional pages as needed)		
Please provide the justification for the Request (Attach additional pages as needed)		
Authorized Signatory for Subrecipient		
Signature:	Date:	
Title:		

The estimated time to determine the disposition of the Sub-recipient Contract Amendment, Modification or Waiver Request begins upon submission to LAHSA (refer Table: Estimated Disposition Time).

Please note that the estimated time will vary depending on the type of request, Funder requirements, and the time of year.

*Table: Estimated Disposition Time*

	Amendment or Waiver			Modification
	Funder Approval	Contract Amendment	Total Time for Amendment or Waiver*	Total Time for Modification
HUD (CoC)	Up to 6 months	Up to 30 days	Up to 7 months	Up to 30 days
DPSS (SA, HSP, FI, GR)	Up to 4 months		Up to 5 months	
CDC (ESG, Special Admin)	Up to 1 month		Up to 2 months	
HCID (City GF, CDBG, ESG, HEAP)				
County CEO (County GF, Measure H, Supervisorial District)				
State of California (CoC, HEAP, CESH)				
DCFS (ILP)				

**Definitions**

**Budget.** The LAHSA approved Budget Detail Template for an Agency, accessible in FileShare.

**Budget Effective Date.** The date from which an Agency may submit a Funding Request for reimbursement against the approved Budget.

**Category & Sub-Category.**

**Category.** As identified in the Budget Detail Template, e.g. Supportive Services, Operations, Hotel Vouchers, Administration, Financial Assistance, etc.

**Sub-Category.** As identified in the Budget Detail Template, e.g. Subcontractor, Case Management, Food, etc.

**Contract.** The executed Agreement between an Agency and LAHSA, accessible in FileShare.

**FileShare.** The secure file sharing platform used by LAHSA and an Agency.

**Funder.** The source of funding as identified in an Agency’s Contract which may include State, Federal, County, and/or City funds.

**Program Component.** As identified in an Agency’s Contract, e.g. Rapid Re-Housing, Crisis Housing, Bridge Housing, Permanent Supportive Housing, etc.

**Strategy (Measure H).** As defined in LA County’s “Approved Strategies to Combat Homelessness, February 2016”, e.g. E8, B7, etc.



**Exhibit HH  
Fraud Hotline Fact Sheet  
(on next page)**



## Fraud Hotline Fact Sheet

In collaboration with the County of Los Angeles Office of County Investigation (OCI) Fraud Hotline, LAHSA has become a partner to prevent and identify various types of fraud across the Los Angeles Continuum of Care and the Los Angeles Coordinated Entry System. Through the OCI Fraud Hotline LAHSA employees, partnering agencies, and participants within LAHSA-funded programs may anonymously report violations of financial fraud, theft, embezzlement, ethics, and waste of public funds.

The OCI Fraud Hotline has live operators Monday through Thursday from 8:00 a.m. to 4:00 p.m. and is available 24-hours a day online and via email. The online feature of the Hotline can also be used to get status updates of previously filed complaints.

Allegations may be filed by using any of the following contact methods:

**Los Angeles County Fraud Hotline**  
500 W. Temple Street, Suite 515  
Los Angeles, CA 90012

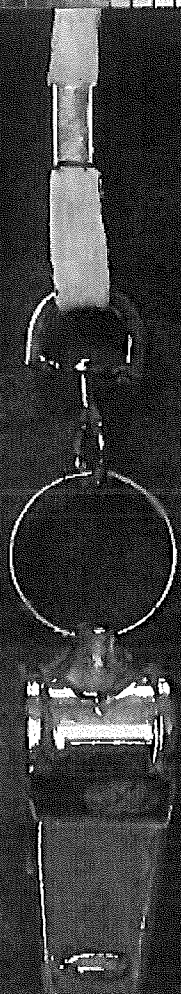
Hotline: (800) 544-6861  
Fax: (213) 633-0991  
Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)  
Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Anyone who believes, or has evidence that, fraud or corruption related to LAHSA or any of its contractors has taken place are encouraged to file a report. Reports may be filed against any LAHSA manager, employee, contractor, or vendor who may be committing fraud, or any practice or act where there has been an observation of any activity that results in the waste or misapplication of LAHSA resources.

Informants may identify themselves or remain anonymous. The Office of County Investigations (OCI) and LAHSA strictly honor confidentiality and will not reveal the identity of an informant or source of information without the informant's expressed authorization or by order of a court of law. However, anonymous reports may be more difficult to investigate due to the inability to contact the informant if additional questions are necessary.

LAHSA believes the OCI Fraud Hotline partnership adds value to our responsibility of administration and oversight of public funds, while strengthening the continuum of services and programming for persons experiencing homelessness that we create and manage.

**Exhibit II  
Fraud Hotline Poster  
(on next page)**



# LOS ANGELES COUNTY FRAUD HOTLINE

## 1-800-544-6861

YOU MAY REMAIN ANONYMOUS

[fraud.lacounty.gov](http://fraud.lacounty.gov)

RECOGNIZE IT | REPORT IT | PREVENT IT

THEFT BRIBES  
KICKBACKS FORGERY  
GRATUITIES COLLUSION  
CYBERCRIME ABUSE  
BREACHES PRICE FIXING  
CONFLICT OF INTEREST  
BID RIGGING



GOOD GOVERNMENT STARTS WITH YOU!

**EMAIL** [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

**(213) 633-0991** **FAX** \_\_\_\_\_

**WRITE TO** LOS ANGELES COUNTY FRAUD HOTLINE  
500 WEST TEMPLE STREET, SUITE 515  
LOS ANGELES, CALIFORNIA 90012

SPONSORED BY THE LOS ANGELES COUNTY BOARD OF SUPERVISORS

LOS ANGELES COUNTY

# FRAUD HOTLINE

Good Government  
Starts With You!

1-800-544-6861

[fraud.lacounty.gov](http://fraud.lacounty.gov)

E-mail:

[fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Write to:

L.A. County Fraud Hotline  
500 W. Temple St., Suite 515  
Los Angeles, CA 90012

Fax:

213-633-0991

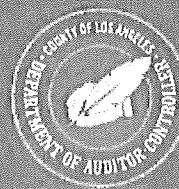
**RECOGNIZE IT  
REPORT IT  
PREVENT IT**

THEFT  
BRIBES/KICKBACKS  
FORGERY  
COLLUSION  
CYBERCRIME  
CONFLICT OF INTEREST  
BID RIGGING

BY COUNTY EMPLOYEES,  
VENDORS AND CONTRACTORS

**YOU MAY  
REMAIN  
ANONYMOUS**

**24 HOURS A DAY  
7 DAYS A WEEK**



SPONSORED BY THE LOS ANGELES COUNTY BOARD OF SUPERVISORS

## Exhibit JJ

### FEDERAL PROVISIONS -COVID-19

#### I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### III. ACCESS TO RECORDS

- A. The Contractor agrees to provide LAHSA, the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date LAHSA makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until LAHSA, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

#### IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by LAHSA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, LAHSA, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **V.NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. LAHSA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to LAHSA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**VII. ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**VIII. DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of LAHSA's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.



- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at [www.wdol.gov](http://www.wdol.gov). Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Los Angeles." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** LAHSA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

**X. NOTICE OF REPORTING REQUIREMENTS**

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))**

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, LAHSA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), LAHSA and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

**XIII. ENERGY CONSERVATION REQUIREMENTS**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XIV. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to LAHSA and understands and agrees that LAHSA will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

**XVI. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

**XVII. CHANGES.**

Any changes or modifications will be by written mutual agreement of the parties.

**XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt 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 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.
- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).

- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XIX. MBE / WBE REQUIREMENTS**

LAHSA intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

**PRIME CONTRACTOR RESPONSIBILITIES**

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

**"GOOD FAITH" EFFORT PROCESS**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

**XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

**XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**XXIII. DHS SEAL, LOGO, AND FLAGS.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

## Attachment 1

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, LAHSA may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows

that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

- 1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Linda J. Sakumfon   
Contractor Signature

August 28, 2020   
Date

Thomas B. Modica, City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

Aug. 28 , 20 20   
CHARLES PARKIN, City Attorney

By  [Signature]   
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Linda J. Jatum  
Contractor Signature

August 28, 2020  
Date

Thomas B. Modica, City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

Aug. 28, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY













# Presenting LAHSA Agreement 2020CBH105 - City of Long Beach

Final Audit Report

2020-09-02

Created:	2020-09-02
By:	Tyler Douglas (tdouglas@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmjliU3i1VZZvoMyTG5PAB93PcBWDFmcB

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-  Document created by Tyler Douglas (tdouglas@lahsa.org)  
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Signature Date: 2020-09-02 - 9:36:34 PM GMT - Time Source: server- IP address: 162.203.154.191

✔ Signed document emailed to Shalon Zeferjahn (szeferjahn@lahsa.org), Heidi Marston (hmarston@lahsa.org), Tony Creed (tcreed@lahsa.org), Tyler Douglas (tdouglas@lahsa.org), and 1 more

2020-09-02 - 9:36:34 PM GMT