

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**2021 - 2022 BRIDGE HOUSING – INDIVIDUAL ADULTS PROGRAM AGREEMENT**

**36018**

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**Contractor:** City of Long Beach  
**Allocation Reference Number:** 2021BHA26  
**Program Name:** Bridge Housing – Individual Adults  
**Term:** July 1, 2021 to June 30, 2022

**CFDA:**

**DUNS:** 07-5295832

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## EXHIBIT LIST

Exhibit A	Statement of Work
Exhibit B	Conditions Precedent
Exhibit C	Program Budget and Services
<del>Appendix 1 – Advance Payments*</del>	
Exhibit D	Intentionally Omitted
Exhibit E	Definitions*
Exhibit F	Funder Terms and Conditions
Exhibit G	LAHSA Homeless Programs Grievance Resolution Appeal Form*
Exhibit H	Letter of Intent
Exhibit I	LAHSA Contractor's Accounting Handbook*
Exhibit J	Safe Surrender Baby Law*
Exhibit K	Contractor's Equal Employment Opportunity Certification*
Exhibit L	Intentionally Omitted
Exhibit M	Participant Termination and Grievance Policies and Procedures*
Exhibit N	Intentionally Omitted
Exhibit O	Intentionally Omitted
Exhibit P	Intentionally Omitted
Exhibit Q	Intentionally Omitted
Exhibit R	Intentionally Omitted
Exhibit S	Intentionally Omitted
Exhibit T	Intentionally Omitted
Exhibit U	Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care*
Exhibit V	Equal Access Policy*
Exhibit W	LAHSA Facility Standards*
Exhibit X	LAHSA Program Standards*
Exhibit Y	LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Form*
Exhibit Z	Fraud Hotline Fact Sheet*
Exhibit AA	Fraud Hotline Poster*

**\*These exhibits are located at the following Internet hyperlink: <https://www.lahsa.org/contracts> and incorporated herein by reference.**



**LOS ANGELES HOMELESS SERVICES AUTHORITY  
2021-2022 BRIDGE HOUSING – INDIVIDUAL ADULTS PROGRAM**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the Los Angeles Homeless Services Authority ("LAHSA"), a joint powers authority of the City of Los Angeles ("City") and the County of Los Angeles ("County"), and **City of Long Beach** ("Contractor"), a 501(c)(3) organization incorporated under the laws of the State of California.

**RECITALS**

**WHEREAS**, LAHSA is authorized by the City and the County under a Joint Powers Agreement to enter into contracts to allocate funding for homeless programs for individuals and families experiencing homelessness in the City and County of Los Angeles;

**WHEREAS**, LAHSA has been designated by the City and County to provide for the proper planning, coordination, direction and management of various community development activities;

**WHEREAS**, LAHSA cooperates with private organizations and agencies of other governmental jurisdictions to carry out certain functions and programs which are its responsibility;

**WHEREAS**, the Program which is the subject of this Agreement, has been established by LAHSA via the Funding Agreement(s);

**WHEREAS**, Contractor was selected via Sole Source Procurement on the basis of exigent and emergency needs and Contractor's ability to perform;

**WHEREAS**, on June 25, 2021, the LAHSA Board of Commissioners voted to award this Agreement to Contractor;

**WHEREAS**, Funder-specific recitals are included in the Funder Terms and Conditions that are attached hereto as Exhibit F and are incorporated by reference herein;

**WHEREAS**, the Program which is the subject of this Agreement has been funded with Funds as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, prior to execution of this Agreement Contractor has met the Conditions Precedent that are attached as Exhibit B;

**WHEREAS**, the Parties expressly acknowledge that the obligations of this Agreement are supported by good and adequate consideration.

**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. **Parties**

The parties to this Agreement are:

- A. Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles, having its office at 707 Wilshire Blvd., 10<sup>th</sup> Floor, Los Angeles, California, 90017.
- B. 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 Boulevard, Long Beach, California, 90802.**

2. Representatives of the Parties and Services of Notices

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

1. The representative of LAHSA shall be, unless otherwise stated in the Agreement:

Heidi Marston, Executive Director  
Los Angeles Homeless Service Authority  
707 Wilshire Blvd., 10<sup>th</sup> Floor  
Los Angeles, California 90017  
Designated Email Address: ContractNotices@LAHSA.org

With copies to:

Director of Contracts & Procurement  
Los Angeles Homeless Service Authority  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017  
Designated Email Address: ContractNotices@LAHSA.org

2. The representative of Contractor shall be:

Tom Modica, City Manager  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, California 90802  
Designated Email Addresses: tom.modica@longbeach.gov

B. Notices. All notices, demands, and communications between the parties shall be in writing and given by electronic mail; registered or certified mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to the other party at the addresses shown above.

1. Email notices must be provided in the following manner:

- a. Addresses. Email Notice must come from a designated email address of the sending party as identified in this Agreement (although attachments may be sent through a file transfer service by way of a link or other appropriate instructions in such email) and must be addressed and delivered to all the designated email addresses of the receiving party.
- b. Timing and Evidence of Delivery. Notice shall be deemed communicated as of the date such email is sent for each of the designated email addresses of the receiving party, regardless of any non-delivery message received in response, unless the email is rejected or quarantined by such email system and the sending party or anyone affiliated with the sending party is responsible for such rejection or quarantine (e.g., because the email is infected with a virus). However, if delivery of a Notice occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such Notice will be deemed effective on the first Business Day after the day of actual delivery.
- c. Email format. A Notice delivered by email must contain the following language in the subject line of the email message: "OFFICIAL NOTICE – [Insert nature of the notice (ex., Notice of Default, Notice of Termination)]".

### 3. LAHSA Administration

The Executive Director of LAHSA, or his/her designee, shall have full authority to act for LAHSA in the administration of this Agreement.

### 4. Order of Precedence and Definitions

In the event of any conflict or inconsistency in the definition of any word, responsibility, Statement of Work, etc., between the Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to Exhibits, except where otherwise indicated by the terms of this Agreement. Definitions in this Agreement are specified in Exhibit E, Definitions, attached hereto and incorporated herein by reference.

### 5. Scope of Services

- A. 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 and Exhibit C, Program Budget and Services, attached hereto and incorporated herein by reference.
- B. 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 Funding Entity(ies).

### 6. 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. The Contractor is an independent contractor and shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.
- 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, City 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, City 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.

### 7. Time of Performance

- A. The term of this Agreement shall be from **July 1, 2021 to June 30, 2022** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.
- B. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 44, Insurance, and provided all of the required documents described hereinabove.
- C. LAHSA may extend the term of this Agreement or the time for performance under this Agreement. The funding for any such term or time extension shall be based on the availability of local, state and/or federal

funds to LAHSA and the successful performance by Contractor of the terms and conditions under this Agreement.

- D. In addition, LAHSA may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:
1. Are specifically requested by Contractor;
  2. In aggregate, would not exceed twelve (12) calendar months,
  3. Will not change the Program goals or scope of services;
  4. Are in the best interests of LAHSA and Contractor in performing the scope of services under this Agreement; and
  5. Does not alter the amount of funding or compensation under this Agreement
- E. Any term or time of performance modification or extension shall be effected by a written amendment executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

8. Services to be Provided by Contractor

- A. Contractor shall provide contractual services as specified in Exhibit A, Statement of Work and Exhibit C, Program Budget and Services. All work is subject to prior LAHSA approval. Failure to perform according to the provisions of this Agreement or failure to receive approval of any work under this Agreement may result in withholding compensation pursuant to Section 9, Compensation.
- B. Contractor shall comply with applicable federal, State, County, and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including Terms and Conditions of Funding Entity(ies), attached hereto as Exhibit F, Funder Terms and Conditions, and attached to and incorporated herein by reference, and current and future LAHSA and funding entity's directives and information bulletins, and any amendments thereto. Contractor shall ensure that the terms and conditions of this Agreement are incorporated into all subcontractor agreements.
- C. Any housing-related activities funded under this Agreement, 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).
- D. Contractor shall safeguard and manage judiciously all funds paid to the Contractor for the Program, including funds issued for payment to any subcontractor(s).
- E. Contractor shall implement an objective procurement system for the selection of subcontractors consistent with the terms of this Agreement and requirements of Funding Entity(ies).
- F. Contractor shall ensure that the terms and conditions of this Agreement with LAHSA are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to LAHSA for review upon request by LAHSA. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.
- G. Contractor shall ensure prior to the execution of this Agreement and prior to the release of funds to a subcontractor, that Contractor and any subcontractor agency have provided proper evidence of required insurance coverage(s), naming the Contractor, LAHSA, County, City and any other funding entity as an additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability and workers' compensation, as required by LAHSA, and that Contractor has approved such coverage.

9. Compensation

- A. LAHSA shall pay Contractor an amount not to exceed the total dollar amount identified in Exhibit C, Program Budget and Services, attached hereto and incorporated herein by reference, for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA.

LAHSA shall prepare Exhibit C, Program Budget and Services, which shall be executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

LAHSA has initially provided Contractor with a Letter of Intent ("LOI") related to allocation of funding for the 2021-2022 Fiscal Year contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders, as specified in Exhibit H, which is attached hereto and incorporated herein by reference. Exhibit C, Program Budget and Services and shall supersede Exhibit H, LOI.

Agreement funds shall be allocated from Funding Entity(ies) as identified in Exhibit C., Program Budget and Services and shall be expended in accordance with Exhibit C, Program Budget and Services. 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 Funding Entity(ies).
- C. LAHSA reserves the right to modify the Program Budget or funding (e.g., increase, decrease, reallocate) during the term of this Agreement. To implement a Program Budget or funding modification, a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- D. Contractor may submit a request to modify the Program Budget or funding, during the term of this Agreement, in the manner specified by LAHSA, including via LAHSA Enterprise Grants Management System (EGMS) or LAHSA Sub-Recipient Contract Amendment, Modification or Waiver policy, attached hereto as Exhibit Y, and attached hereto and incorporated herein by reference. Once approved, the modification will be implemented via a revised replacement Exhibit C, Program Budget and Services to the Agreement, which shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- E. Notwithstanding the above paragraphs, LAHSA may, in its sole discretion, unilaterally reduce the Program Budget or funding of this Agreement, as a whole, in part, or as to a cost category; may limit the rate of Contractor's authority to commit and spend funds; or may restrict Contractor's use of both its uncommitted and its unspent funds, in the event that:
- 1) The Funding Entity(ies) decrease funding available for this Program;
  - 2) Contractor will have unexpended funds at the end of the Agreement's term based on the Contractor's spending pattern and invoices submitted to LAHSA for payment;
  - 3) LAHSA determines that reallocating the funds, or a portion thereof, from this Agreement to another LAHSA-funded agreement would better serve the Los Angeles Continuum of Care;
  - 4) Contractor is not meeting its contracted performance measures;
  - 5) as permitted by any other terms of this Agreement; or
  - 6) any legally justifiable reason.

To implement such a reduction, the parties agree that a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and executed by the LAHSA's Executive Director or his/her designee and provided **via written notice** to Contractor's Executive Director or his/her designee.

In no event, however, shall any modification made by LAHSA affect expenditures and legally binding commitments made by Contractor before it received written notice of such modification, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with Funding Entity(ies)' cash withdrawal guidelines.

- F. 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.
- G. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Contractor understands that LAHSA makes no commitment to fund this Program beyond the initial Program Term of this Agreement.
- H. 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.
- I. 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.
- J. Funds provided by LAHSA 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 applicable funder(s) Terms and Conditions. Use of funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.
- K. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to LAHSA.
- L. Concurrent Enrollment: If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- M. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- N. Overtime Work: Unless specifically stated herein or authorized by LAHSA in writing, Contractor shall not incur overtime work expenditures.
- O. Travel: Travel must be approved in advance by LAHSA and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Statement of Work and in compliance with 2 C.F.R §200.474.
- P. Profit: Contractor shall comply with any LAHSA directives regarding profit or return on investment.
- Q. Contractor shall submit to LAHSA its cost allocation plan along with a complete budget, as requested by LAHSA.

10. Method of Payment

- A. Contractor shall be paid on a cost reimbursement basis for allowable costs actually incurred and paid for specified express purposes. Invoices shall be submitted on a monthly basis by the fifteenth (15th) day of the month following the month in which services were provided. LAHSA shall provide payment for the invoice within thirty (30) business days after receiving an approvable request from Contractor if said invoices are submitted no later than the fifteenth (15th) day of the month as applicable and are complete and accurate. Such determination is at the sole discretion of LAHSA.

Payments to Contractor shall be made pursuant to electronic fund transfers through automated clearing house credits method. By signing this Agreement and the attached ACH form Exhibit B, Attachment 3,, Authorization for Direct Deposits – Automated Clearing House Credits ("ACH"), Contractor authorizes LAHSA to initiate payment of any and all applicable monthly invoices submitted to LAHSA for reimbursement. Exhibit B, Attachment 3, Authorization for Direct Deposits – Automated Clearing House Credits ("ACH") is hereby attached hereto and incorporated herein by reference.

- B. In the event Contractor submits an invoice after fifteenth (15th) day of the month as applicable, LAHSA will provide payment within forty-five (45) days after receiving an approvable request from Contractor.
- C. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) days after the services have been provided.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. 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 specified in the "Authorization to Sign Invoices" form provided by Contractor under penalty of perjury that the information submitted is true and correct.
- E. LAHSA reserves the right to request supporting documentation for any and all invoices submitted to LAHSA for payment.
- F. Failure to submit invoices in a timely manner may negatively affect Contractor's scoring for future procurement competitions.
- 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, including match revenue and expenses, provided in accordance with Generally Accepted Accounting Principles ("GAAP"). Contractor further agrees to abide by the terms of Exhibit I, LAHSA Contractor's Accounting Handbook, which is located at the following internet hyperlink: [www.lahsa.org/contracts](http://www.lahsa.org/contracts) and incorporated herein by reference.
- I. The granting of any payment by LAHSA, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by LAHSA and upon rejection must be replaced by Contractor without delay.

11. Advance Payments

Advance payments may be provided as specified in Exhibit C, Program Budget and Services, Appendix 1, Advance Payments. Contractor must request any initial advance payment within 60 days after the Agreement is executed.

12. Supporting Financial Documentation for Monthly Invoices

A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15th) calendar day following the month in which costs were incurred, as applicable based on funding source. No payment shall be disbursed without all the required supporting documentation. LAHSA reserves the right to request that Contractor submit documentation with its monthly invoice, including but not limited to the following:

1. Summary statement of revenue and expenditures or a detailed general ledger;
  2. Any supplemental schedules necessary to support or reconcile the ledger and cost allocations to amount invoiced;
  3. 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:
    - a. Records documenting procurement of goods or services;
    - b. Contracts and invoices for goods and services;
    - c. Lease or rental agreements;
    - d. Invoices;
    - e. Billing Statements;
    - f. Cancelled checks;
    - g. Time cards signed by employees and supervisor;
    - h. Payroll registers;
    - i. Payroll tax records;
    - j. Bank statements; and
    - k. Bank reconciliation.
  4. Further, 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.
  5. Source documentation for the personnel costs, including:
    - a. Payroll registers for the period invoiced;
    - b. Supplemental allocation reports, if applicable, including any allocation of employee benefits.
  6. Source documentation (e.g., original vendor invoices, purchase orders, receipts, contracts) for any non-personnel cost invoiced over \$500.00 (with the exception of recurring lease, recurring insurance, and recurring benefits payments);
- B. LAHSA reserves the right to request additional documentation it deems necessary to support invoiced costs.



13. Conditions Precedent - As Applicable Based on Funding Agreement

Contractor agrees that it has satisfied the Conditions Precedent as set forth in Exhibit B, Conditions Precedent - As Applicable Based on Funding Agreement, attached hereto and incorporated by reference herein.

14. Restriction on Disbursements

No money received pursuant to this Agreement by Contractor shall be disbursed to any second-tier subcontractor except pursuant to a written agreement that incorporates any and all applicable contract requirements as set forth in this Agreement.

15. Match Requirements

A. If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall provide LAHSA with Match Documentation of its match from the appropriate sources.

B. Further, Contractor shall document its use of the funds from eligible cash sources or in-kind contribution or both on a monthly basis. Contractor may demonstrate that it has met its match requirement on its funding request each month of the program year. To demonstrate its match sources, Contractor must identify the source of the funds from eligible cash or in-kind sources used to meet its match sources. In the event that Contractor fails to identify the source(s) of its match, monthly, or fails to request and receive, from LAHSA, an exception to the requirements in this Section 15, LAHSA may:

1. De-obligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required match.
2. Discontinue payments to Contractor until the required match is met; and/or
3. Terminate this Agreement.

16. Leveraging

If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall comply with leveraging commitments.

17. 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 Funding Entity(ies) or LAHSA. For the purposes of this Agreement, unearned payments refer to unspent funds in this Agreement at any given point in time.
- B. LAHSA has the authority to withhold funds under this Agreement pending a final determination by LAHSA 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. In the event of a final determination of disallowed costs or a determination of unearned grant funds by LAHSA, Contractor agrees that it shall pay to LAHSA in non-federal funds, the amount of the final disallowance within 30 days of receipt of notice from LAHSA that such funds are due.
- D. LAHSA shall review Contractor's performance on a periodic basis. LAHSA, at its sole discretion, may suspend or withhold funds allocated to Contractor if LAHSA determines Contractor has failed to comply with the provisions of this Agreement, including but is not limited to the follow: meeting its contracted performance measures, failing to provide adequate services, failing to timely provide required reports or invoices to LAHSA, continuing deficiencies in reporting, record keeping or invoicing requirements, or failing to provide adequate evidence of performance of work or failing to perform the work. To implement such suspension or withholding of funds, LAHSA shall provide written notice to Contractor specifying the extent of the fund suspension and the date upon which the suspension becomes effective. Funds shall not be released to Contractor until Contractor has remedy the deficiency to the satisfaction of LAHSA.

18. Return of Unexpended Funds and Close-Outs

- A. Contractor shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to LAHSA no later than thirty (30) calendar days after completion or termination of this Agreement. If LAHSA determines that funds paid to Contractor are in excess of the amount actually expended, Contractor shall immediately return said funds to LAHSA.
- B. LAHSA may approve extensions when requested in writing by Contractor. Unless LAHSA authorizes an extension, Contractor shall invoice LAHSA for all obligations incurred under this Agreement no later than thirty (30) calendar days after the expiration of this Agreement. Failure by the Contractor to comply with the 30-calendar day requirement may result in a unilateral close-out of this Agreement by LAHSA based on previous invoices filed with LAHSA, and/or the imposition of sanctions as specified herein.
- C. Contractor agrees to complete all necessary financial close-out procedures required by LAHSA, within a period of not more than forty-five (45) calendar days from the expiration date of this Agreement. This time 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, if any, shall be immediately recaptured by LAHSA, except in cases where an extension has been granted in writing by LAHSA.
- D. LAHSA may request a final financial audit, at Contractor's expense, for activities performed under this Agreement at the expiration of the financial close-out period in the event that Contractor repeatedly incurs disallowed costs and/or repeatedly submits inaccurate invoices to LAHSA during the term of this Agreement.
- E. 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.

19. Fiscal Accountability

- A. Contractor agrees to manage funds received through LAHSA in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to the standards established in 2 C.F.R. Part 200; and adhere to Exhibit I, LAHSA Contractor's Accounting Handbook, located at the following Internet hyperlink: [www.lahsa.org/contracts](http://www.lahsa.org/contracts), and incorporated herein by reference.
- B. Contractor must establish and maintain on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") and standards. Further, Contractor must develop written accounting procedures. Said procedures shall be made available to LAHSA upon request or during fiscal monitoring visits.
- C. Eligible expenditures shall be supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily accessible to LAHSA representatives.
- D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to LAHSA, LAHSA may require Contractor to secure the services of a licensed accountant. Cost of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized in this Agreement, unless specifically agreed to by and between Contractor and LAHSA in a written agreement.

20. Revenue Disclosure Requirement

Upon request, Contractor shall file with LAHSA, 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 Program 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 funding agency.

21. Limitations on Use of Program Funds

Contractor may not use Continuum of Care Program funds to lease property that it already owns. Further, Contractor may not lease property owned by a parent, a sibling, a spouse, a board member, a subsidiary organization, or any other individual or entity that has a direct role in the provision of services and/or housing to the Program. Leasing funds may not be used to pay Contractor's mortgage or other costs of building operations. Leasing funds may only be used to pay for the actual costs of leasing a structure or unit.

22. Program Income

Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 85.25. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs. Program income shall:

1. Be the property of LAHSA; and
2. Not be expended without prior written approval of LAHSA unless otherwise provided for by this Agreement; and
3. Be used solely to offset the operating expenses of the activities funded by this Agreement.

A. Contractor shall do all of the following:

1. Record all Program income.
2. Contractor shall maintain an accounting system that segregates all funding received by funding source. LAHSA funds received and expended for activities funded under this Agreement shall be coded with a designation specific to the Program. Contractor shall provide cash balance reports for LAHSA funding upon request, which can be reconciled against Contractor's monthly bank statements.
3. Provide written reports of Program income to LAHSA.
  - a. Non-budgeted Program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
  - b. Budgeted Program income shall be reported in accordance with regular LAHSA invoice procedures provided herein.
4. Submit a written request to LAHSA to use any Program income.
5. Retain all Program income until Contractor receives written approval from LAHSA authorizing the use of Program income. Approval for expenditure of program income will be documented by LAHSA on Contractor's Budget and Expenditure Plan.
6. Report the expenditure of Program income for operating expenses on forms provided by LAHSA.
7. 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. .

23. Financial Close-out Report

- A. Within 30 calendar days following the termination of this Agreement, Contractor shall submit to LAHSA, on forms provided by LAHSA, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned funds as identified in the closeout. Final requests to modify the Program Budget shall be submitted to LAHSA before final closeout. Section 73, Defaults, identifies LAHSA remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) costs reported and payments requested are valid and consistent with the terms of the Agreement, b) Agreement cash payment received from LAHSA shall be used to pay only for expenditures as reported on the contract final closeout invoices, and c) costs reported and payments made are subject to LAHSA verification.
- B. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, LAHSA reserves the right to unilaterally closeout the Agreement and use the invoice then on file at LAHSA for determination of Contractor's final allowable expenditures. LAHSA will not reimburse Contractor for expenditures reported after the 30-day closeout date following the termination of this Agreement. LAHSA shall provide to Contractor LAHSA closeout forms at least 30 days before termination of Agreement.

- C. Annual Inventory Report: Contractor shall submit an annual inventory report to LAHSA by the period ending as stipulated herein for all nonexpendable property that has a LAHSA identification decal affixed to it. LAHSA shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.
- D. Report on Reasonable Cost: Contractor shall report to LAHSA costs charged to other funding sources ~~for services which are the same type of fee-for-performance price services as those covered by this Agreement.~~ If such costs are lower, Contractor shall submit a justification for charging LAHSA a higher cost. Contractor shall submit this report within 60 calendar days after the execution of the Agreement with other funding source(s).

24. Reversion of Assets

- A. Contractor shall, within 60 calendar days (including weekends and holidays) of the expiration of this Agreement, transfer to LAHSA all funds on hand at the time of expiration and all accounts receivable attributable to the use of funds provided under this Agreement.
- B. Any real property under the Contractor's control that was acquired or improved in whole or in part with funds provided under this Agreement in excess of \$25,000 shall either be:
  - 1. Used to meet one of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as determined appropriate by LAHSA; or
  - 2. Disposed of in a manner which results in LAHSA being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-grant funds for acquisition or, improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with subsection 1) above.

25. Validity Of Financial Documentation Submissions

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

26. Participation in the Los Angeles Continuum of Care Homeless Management Information System ("HMIS")

- A. Contractor must 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 HMIS system administered by LAHSA and adhere to all of the implementation guidelines developed under the Los Angeles CoC HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated mid-term 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 data migration from other existing software programs except for the LAHSA approved HMIS programs. All contractors 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 Transitional Housing, Safe Haven, Supportive Services Only, Permanent Housing – Rapid Re-housing (“RRH”) and Permanent Housing – Permanent Supportive Housing (“PSH”) Programs, Contractor must accurately and completely reflect the Program’s bed utilization in the Los Angeles CoC HMIS throughout the reporting year. This ensures that data is usable for continuum-wide reporting by the Los Angeles CoC HMIS system to stakeholders and government entities.

E. LAHSA shall rely upon and use its records from Los Angeles CoC HMIS, and its on-site verifications as needed to substantiate Contractor’s performance. LAHSA may contact Contractor’s staff, participants, Sub-Contractor(s), 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 mid-term and annual performance reports, and any pertinent program information to be retrieved solely from Los Angeles CoC HMIS. As a result, LAHSA shall not accept programmatic data not received from Los Angeles CoC HMIS.

G. Los Angeles CoC HMIS data quality must be monitored on a constant basis. Therefore, Contractor must be diligent about entering and monitoring its data on a constant and regular basis to ensure data quality. 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 are victim service providers are generally exempt from these HMIS-related provisions unless otherwise notified. Victim service providers must keep required data in a comparable database that complies with HUD’s HMIS requirements.

J. Contractor shall assign an HMIS Representative who shall serve as Contractor’s main point of contact for all HMIS related issues.

27. Cost Allocation Plan

Contractor shall submit its cost allocation plan to LAHSA upon request.

28. Participant Termination and Grievance Policies and Procedures

Contractor must maintain a written set of Grievance and Termination Policies and Procedures that comply with LAHSA requirements, as specified in Exhibit X, LAHSA Program Standards; LAHSA Programs Grievance Resolution Appeal Form, attached hereto as Exhibit G and incorporated herein by reference. Contractors must submit a copy of said policies and procedures as required by this Agreement.

29. Competitive Bid Requirements

A. 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.  <del>Manager authorizing purchase should exercise due diligence in ensuring price is reasonable.</del>            To the extent practicable, Contractor must distribute micro purchases equitably among qualified suppliers.</p>
<p>Small Purchases \$10,001 to \$250,000</p>	<p>Price or rate quotations must be obtained from a minimum of three (3) qualified sources.</p>
<p>Competitive Proposals over \$250,000</p>	<p>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.</p>

1. **Small Purchase Procedures.** Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed. For ongoing needs like office supplies, program supplies, and the like, Contractor may elect to conduct a procurement process comparing pricing for most commonly purchased items once annually to select a vendor for such supplies and operating items for the operating year.
2. **Purchases/Services Over \$250,000**
  - a. Procurement of services, supplies and fixed assets over \$250,000 require a competitive bid process through a Request for Bids ("RFB") or Request of Qualifications (RFQ) process. Exceptions to this are instances of sole source contractors as described in subsection "f" below, and where the legislative body authorizing and providing funding designates a provider of services or supplies. RFBs issued by Contractor must:
    - i. Be publicly posted and made available to a reasonable list of potential bidders;
    - ii. Clearly identify the relative importance of price and technical factors;
    - iii. Establish a process for fairly and thoroughly evaluating technical and price factors; and
    - iv. Be processed in such a manner to prevent disclosure of the number of bidders, identify the bidders, and the contents of their bids until all bids have been received. After the deadline for the receipt of all bids, information regarding the number and identity of bidders will become public information, in accordance with applicable law.
  - b. RFBs issued by Contractor must include the following information:
    - i. Contractor's expectations, in as detailed a manner as possible, including expertise and experience requirements;
    - ii. Description of the bid process, including the timeline and any deadlines;
    - iii. How Contractor will interact and communicate with potential vendors;

- iv. Deliverables required; and
  - v. How the vendor will be paid (i.e., upon receipt of acceptable deliverables, periodic invoices, or portion held back until final delivery).
- c. Negotiations can only be made with all bidders prior to a final selection. All bidders shall have the same information available to them for purposes of preparing the most complete and responsive bid. Contractor may call a bidder for clarification, but no information can be shared with said bidder unless such information is shared with all bidders. Once a finalist is selected for negotiation, Contractor and finalist bidder may enter into negotiations with no responsibility to inform other bidders. If such negotiations are not successful in reaching mutual agreement, Contractor shall be free to select another finalist with which to enter into negotiations for completion of the bid and contract award process.
- d. At Contractor's discretion, a bidder conference may be scheduled to assure full understanding of and conformance to the RFB's requirements. All interested bidders shall be invited to the bidder conference.
- e. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible proposer whose proposals are most advantageous to the Program with price, technical, and other factors considered.
- f. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement, the criteria here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, competition is determined inadequate.
- g. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
  - i. The item or service is available only from a single source;
  - ii. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation;
  - iii. The awarding agency authorizes noncompetitive proposals; or
  - iv. After solicitation of a number of sources, competition is determined inadequate.
- h. Cost Analysis – a cost analysis i.e. verifying the proposed cost data a, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- i. Contractor may be required to submit the proposed procurement to LAHSA for pre-award review.
3. Contract Provisions. All contracts must contain at a minimum the following provisions:
- a. Specific deliverables and the basis for payment;
  - b. Provisions requiring compliance with the City's General Funds regulations;
  - c. Provisions that describe remedies for breach;
  - d. Provisions that describe patent and copyright rules;
  - e. Provisions for termination for cause and convenience;
  - f. Access to records for audit purposes;
  - g. Audit requirements;



- h. Provisions for payment and delivery;
  - i. Provisions describing contract amendment procedures;
  - j. Provisions against assignment;
  - ~~k. Provisions for equal opportunity and non-discrimination;~~
  - l. Provisions prohibiting conflicts of interest.
- B. Appeal and Dispute Procedures. Contractor shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

30. 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 by Contractor 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.
  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 and Funding Entity(ies) 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. 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 for notifying its subcontractors of this LAHSA condition.
- F. 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.

- G. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.
- H. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or Funding Entity(ies). 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 compensation amount provided for in the Agreement.
- I. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.
- J. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
- K. Subcontractor Monitoring
1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program 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 within fifteen (15) days. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.
  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 Program operations.
- L. Records and Audits of Subcontractors
1. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by LAHSA.
  2. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
  3. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, data and information as LAHSA may request pertaining to matters covered by any subcontract.
  4. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.

31. Administration Costs

For CoC agreements funded by HUD, Contractor must pass through no less than 50% of administration costs to Second Tier Subrecipients.

32. 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 Funding Entity(ies) and/or LAHSA representatives. Further, 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 on the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking systems, and techniques developed by Contractor to serve homeless persons.

33. Program Monitoring

- A. Authorized representatives of Funding Entity(ies) and/or LAHSA shall monitor Contractor's performance and conduct Program progress reviews at any time during the term of this Agreement. To the extent reasonably possible, LAHSA will 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.
- B. Facilities include all client files, records, and other documents related to the performance under this Agreement. In addition, Contractor shall ensure that Clients/Program Participants sign a release that authorizes LAHSA and Funding Entity(ies) representatives to review Client/Program Participant files.
- C. Activities include attendance at staff, board of directors, advisory committee and advisory board meeting, interviews with staff and clients, and observation of on-going program functions. Contractor will insure the cooperation of its staff and board members in such efforts.
- D. In order to facilitate monitoring visits, Contractor shall maintain at all times a roster of all Client/Program Participant who entered the Program during the Program year. Said roster shall specify the Client/Program Participant name or unique identifier used to track Client/Program Participant, the date client entered the Program, and the date Client/Program Participant exited the Program.
- E. Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed Program has been implemented, measurable goals achieved, and effectiveness of Program administration and management.
- F. LAHSA may also provide capacity building to the extent feasible and agreeable to both parties during the term of this Agreement to help improve programmatic and fiscal compliance.

34. Fiscal Monitoring

- A. LAHSA and/or Funding Entity(ies) or its authorized representatives 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 at least two (2) weeks' 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 the Contractor's program. A financial audit of Contractor's performance under this Agreement shall be conducted by LAHSA and/or Funding Entity(ies) or its authorized representatives at LAHSA's discretion.

35. Monitoring Reports

- A. LAHSA and/or Funding Entity(ies) will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. LAHSA and/or Funding Entity(ies) shall issue a monitoring report following the fiscal and program monitoring reviews. LAHSA and/or Funding Entity(ies) may issue one report if it conducts a joint program and fiscal review or two distinct reports if it conducts a program and a fiscal review at different times of the contract period. The report shall state whether Contractor is or is not in compliance with this Agreement. If Contractor is not in compliance, the report staff shall specify the deficiencies noted during the review. The report shall also:
1. Fully and correctly identify the finding;
  2. Cite Program requirements or applicable regulations or contract provisions that have been violated;
  3. Specify corrective action(s) that must be taken; and
  4. Include a deadline for responding to the monitoring letter and the corrective action(s) for each finding identified in the monitoring report.
- B. In the event Contractor does not comply with the corrective action(s) prescribed in the monitoring report(s) or that LAHSA and/or Funding Entity(ies) 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 the LAHSA Commission and/or Contractor's Board of Directors or other governing board and listed in the appropriate Contractor performance database, as applicable. The report to the LAHSA Commission 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.

36. Contractor's Responsibility to Monitor

A. Internal Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program it operates to ensure compliance with applicable Federal, State, County, City, and LAHSA requirements. At minimum, Contractor shall review program performance, expenditure data, ADA and ADAA compliance, internal reports pertinent to the funded Program(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 immediately (within 24 hours) submit a report to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.
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.

37. Audits

- A. In the event Contractor has gross revenue greater than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- B. In the event Contractor has gross revenue less than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit or review of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- C. In the event Contractor spends an aggregate of \$750,000.00 or more of federal funds in a Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit in accordance with 2 C.F.R. Part 200, Subpart F within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- D. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the subsections above and other provisions of this Agreement as specified below in Section 74, Sanctions.

38. Audit Findings

- A. Contractor agrees that if 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 the Contractor's responsibility to comply with such finding(s). If said finding(s) have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s).
- B. If indications of misappropriation or misapplication of funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and said cost shall not be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

39. Disallowed Costs

- A. In the event that a fiscal monitoring 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.

Upon final determination of disallowed costs, if any, Contractor agrees that it shall pay LAHSA in non-federal funds the amount of the disallowance within thirty (30) days of receipt of final notice from LAHSA. The disallowed costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. Contractor understands that any repayment plan submitted is subject to LAHSA approval.

40. Records

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement and any subcontract between Contractor and a third party. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by LAHSA.
- B. Expenditures pertaining to subcontracts between Contractor and a third party 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.

C. At such times and in such forms as LAHSA may require, LAHSA shall be provided such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any and all subcontract(s) between Contractor and a third-party.

D. 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.

E. 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.

F. 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.

#### 41. Reports

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 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.

C. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by Exhibit A, 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 Programs. 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.

D. 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.

E. 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.

42. 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 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.

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. 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 Z 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, Exhibit AA, attached hereto and incorporated herein, 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 Los Angeles 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.

45. Training, Inventory, and Point-in-Time Training and Data Requests

- A. Contractor must attend Housing Inventory, Point-In-Time Count and Homeless Count training held by LAHSA staff.
- B. In order to ensure that data is available for continuum-wide reporting by LAHSA, Contractor must respond accurately to any and all data requests by LAHSA, by the deadline indicated in the request. To the extent possible, LAHSA shall retrieve such information from HMIS.
- C. Requests by LAHSA may include, but are not limited to, Housing Inventory Requests, Point-In-Time Count requests and Homeless Count requests, even if these programs are not funded under this Agreement.
- D. All LAHSA Contractors are subject to LAHSA's data requests, including Contractors that serve client in:
  1. Emergency Shelters;
  2. Hotel/Motel Voucher Programs;
  3. Transitional Housing;
  4. Permanent Supportive Housing Programs (including congregate sites, scattered sites, and certificate programs); and
  5. Safe Haven or Access Centers/Drop-In Centers
- E. Failure to comply with a data request deadline shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension, Probation or Termination for Cause provisions in this Agreement as determined by LAHSA, in its sole discretion.



46. Indemnification

Except for the active negligence or willful misconduct of LAHSA, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend (with Counsel subject to the approval of LAHSA), indemnify and hold harmless LAHSA, the County, City, and the Funding Entity(ies) and any of its Boards, Council Members, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LAHSA, County, City, and the Funding Entity(ies), including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor or its subcontractors of any tier. Rights and remedies available to LAHSA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the County and City of Los Angeles. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

47. Insurance

- A. Without limiting Contractor's indemnification of LAHSA and Funding Entity(ies) during the term of this Agreement, Contractor shall provide, maintain, and require all of its Second Tier Subrecipients to provide and maintain, a program of insurance satisfactory to LAHSA covering Contractor's operations hereunder as set forth below. 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. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA, County, City, and Funding Entity(ies) and their Agents as additional insureds, with limits of not less than:

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

- C. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- D. 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 Funding Entity(ies) as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and Funding Entity(ies) will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision and thirty (30) days in advance for any other cancellation or policy change. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connection with services performed on behalf of Contractor pursuant to this Agreement. 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.
- E. 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, including but not limited to shelter and housing, transport and security services, then Contractor must have 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.
- F. 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.
- G. Crime Coverage. If the services provided in relation to this Agreement involve pick up, carry, guard, or the handling of LAHSA funds and securities or other highly valued LAHSA or County property, then Contractor must have 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 Funding Entity(ies) 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. LAHSA and the Funding Entity(ies) 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.
- H. Property Coverage. Contractors given exclusive use of LAHSA, City or 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, City, County, and Funding Entity(ies) 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.
- I. 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.
- J. LAHSA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) day advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.
- K. 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  
707 Wilshire Blvd., 10<sup>th</sup> Floor

Los Angeles, California 90017  
Designated Email Address ContractNotices@LAHSA.org

- L. 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 ("COI");
  4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, the County, City, and applicable Funding Entity(ies) by name, and their officials, officers, and employees as insured for all activities arising from this Agreement;
  5. Identify any deductibles or self-insured retentions or eliminate such deductibles or self-insured retentions as they apply to 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 investigation, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- M. 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.
- N. Failure to Maintain Insurance Coverage
1. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach of this Agreement upon which LAHSA, at its sole discretion, may, as a result of said breach, take any of the following actions, including but not limited to: (1) withhold payment of all invoices submitted to LAHSA for reimbursement; (2) purchase such required insurance coverage and without further notice to Contractor and LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance coverage; (3) suspend this Agreement as specified in this Agreement until such time that insurance is provided by Contractor; and or (4) terminate this Agreement.
- O. 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 thirty (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 thirty (30) days of occurrence.
- P. Compensation for LAHSA Costs – In the event 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 acknowledges that it shall pay full compensation for all costs incurred by LAHSA.
- Q. Insurance Coverage Requirements for Second Tier Subrecipient – Contractor shall insure any and all Second Tier Subrecipients performing services under this Agreement meet the insurance requirements of this Agreement, by either:
1. Contractor providing evidence of insurance covering the activities of Second Tier Subrecipient, or
  2. Contractor providing evidence submitted by Second Tier Subrecipient evidencing that Second Tier Subrecipient maintains the required insurance coverage. LAHSA retains the right to obtain copies of evidence of Second Tier Subrecipient insurance coverage at any time.

48. 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, sexual orientation, religion, ancestry, gender, gender identity, 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 K, Contractor's Equal Employment Opportunity ("EEO") Certification, attached hereto and incorporated herein by such reference.

49. Compliance with Local, State and Federal Laws and Regulations

Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, directives, executive orders, guidelines, administrative requirements, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement shall include provisions in the Funder Terms and Conditions, attached as Exhibit F to this Agreement and incorporated by reference herein.

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.

Contractor understands that failure to comply with any of the above, or any of the following assurances may result in suspension, termination or reduction of funds, and repayment by Contractor to LAHSA of any unlawful expenditures.

Contractor shall indemnify and hold LAHSA, County and the State, and Funding Entity(ies), 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.

A. Records Retention

At any time during normal business hours and as often as LAHSA and/or Funding Entity(ies), through any authorized representative, may deem necessary, Contractor shall make available for examination of all its records, paper or electronic, with respect to all matters covered by this Agreement, LAHSA, and/or Funding Entity(ies), through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Contractor agrees to provide any reports requested by LAHSA regarding performance of this Agreement.

Contractor also certifies that it will provide information, such as data and reports, as required by Funding Entity(ies).

#### B. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, audits, litigation or other actions involving records. LAHSA may, at its sole discretion, take possession of, retain, and audit said records. Records, in their original form pertaining to matters covered by this Agreement shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by LAHSA.

#### C. Subcontracts and Procurement

Contractor shall comply with LAHSA and Funding Entity(ies) standards and directives in the awarding of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third-party agreements, consultant service contracts and construction subcontracts.

Contractor shall ensure that the terms of this Agreement with LAHSA are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to LAHSA, upon request, for review prior to the release of any funds to subcontractor. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

#### D. Suspension and Debarment

Unless otherwise indicated in the Exhibit F, Funder Terms and Conditions, Contractor shall comply with 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 2424, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. A copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions shall be attached in Exhibit B, Conditions Precedent, Attachment 2. Said Certification shall be submitted to LAHSA concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principles, officers, or employees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

#### E. Labor Code

Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other federal or local statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

#### F. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative legislation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

**G. Mandatory Disclosure**

Contractor shall comply with 2 C.F.R. § 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 C.F.R. § 200.338, Remedies for Noncompliance, including Contractor's suspension or debarment (2 C.F.R. Part 180, 31 U.S.C. 3321).

**H. Fair Housing Act (42 U.S.C. § 3601-19), as amended, and the implementing regulation.**

**I. Federal and State Occupational Safety and Health Statutes.**

**J. Title VII, Subtitle B of the McKinney-Vento Homeless Assistance Act.**

As applicable, Contractor certifies that:

1. Contractor will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness; and
2. In the case of Programs that provide housing or services to families, that Contractor will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

**K. 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.**

**L. Elder and Dependent Adult Abuse Reporting**

Contractor's staff working on this Agreement shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.) and shall report all known or suspected instances of abuse or neglect of elders and dependent adults either to an appropriate County Adult Protective Services agency or to a local law enforcement agency as mandated by the referenced Welfare and Institutions Code. Contractor's staff working on this Agreement shall report the abuse and shall submit all required information in accordance with WIC Sections 15630 and 15633.5. Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within 24 hours of discovering or suspecting the abuse or neglect.

**M. Drug-Free Workplace.** By signing this Agreement, Contractor warrants and certifies 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:

1. 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).
2. 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:
  - i. The dangers of drug abuse in the workplace;
  - ii. Contractor's policy of maintaining a drug-free workplace;

- iii. Any available counseling, rehabilitation, and employee assistance programs; and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- 3. 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.

50. Property Maintenance Standards

- A. Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in Exhibit W, LAHSA Facility Standards and Exhibit X, LAHSA Program Standards, attached hereto and incorporated by such reference as Exhibits W and X. All work must be performed in accordance with Federal, State and local housing and building codes, as applicable.
- B. Personal property purchased with funds provided by this Agreement is the property of LAHSA and shall be returned to LAHSA unless otherwise required LAHSA.
  - 1. The property shall be used and maintained by Contractor as follows:
    - a. Property shall be used solely in the performance of this Agreement; and
    - b. No modifications shall be made to the property without the prior written approval of LAHSA.
- C. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to LAHSA; and
- D. Contractor shall assure that all non-expendable equipment purchased with funds provided by previous agreements between LAHSA and the Contractor, and any subsequent amendments thereto, and all such equipment inventory record card, together with all non-expendable equipment purchased under the terms of this Agreement, shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.
- E. Information regarding the purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles shall be maintained by the Contractor to be submitted to LAHSA upon request.

51. 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, City, and Funding Entity(ies) 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, the County, City, or the Funding Entity(ies) may be found jointly or solely liable.

52. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, LAHSA may, in its sole discretion, terminate the Agreement.

53. Assignment and Delegation/Mergers or Acquisitions

- A. Contractor shall notify LAHSA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying LAHSA of pending acquisitions/mergers, then it should notify LAHSA of the actual acquisitions/mergers as soon as the law allows and provide to LAHSA the legal framework that restricted it from notifying LAHSA prior to the actual acquisitions/mergers.
- B. Contractor shall not assign its rights or delegate its duties under this 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 and shall constitute a material breach of this Agreement. For purposes of this paragraph, LAHSA consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under this Agreement shall be deductible, at LAHSA's sole discretion, against the claims, which Contractor may have against LAHSA.
- C. 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 the prior written consent of LAHSA in accordance with applicable provisions of this Agreement.
- D. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- E. Contractor's 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 LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

54. Employment of Key Personnel

- A. For the purpose of this Agreement, the Executive Director, Program Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal, technical submission, and Program Budget. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.
- B. Contractor shall ensure that all staff persons providing professional services, needed in support of this Program shall have appropriate licenses required by federal, state, and local laws. For the purpose of this Agreement, professional services shall constitute services rendered by persons who are members of a particular professional or possess a special skill. Professional services include, but are not limited to: medical services, mental health services, accounting services and legal services.

55. Contractor Personnel

- A. Contractor shall employ persons meeting the qualifications for those positions listed in the proposal, technical submission, and Program Budget.



- B. Deviation of the foregoing limitations shall be in accordance with provisions specified in Section 70, Changes and Amendments to Terms and Conditions, of this Agreement.

56. Conflict of Interest

- A. Contractor may adopt, by duly authorized motion of its Board of Directors, this Code of Conduct, which is set forth below, or may submit its own Code of Conduct for LAHSA approval, in Exhibit B, Conditions Precedent, Attachment 12. Contractor shall submit a copy of the Resolution of its Board of Directors adopting either the Code of Conduct contained in this Section 54 (B through M) of this Agreement as its Code of Conduct, or such other Code of Conduct that contains the below requirements to LAHSA for approval prior to contract execution.
- B. Prior to obtaining LAHSA's approval of any subcontract, Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors, or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- C. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by LAHSA funds (regardless of source) where such person is a director, officer, employee or agent of subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc., or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  2. Subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  3. Participation of such person would be prohibited by the California Political Reform Act, California Government Code § 87100, *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- D. Definitions
1. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, for daughter-in-law.
  2. The term "financial or other interest" includes, but is not limited to:
    - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
    - b. Any of the following interests in subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in managerial capacity; or membership on the board of directors or governing body.
  3. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- E. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest or benefit in the transaction.
- F. No director, officer, employee, or agent of Contractor may be on the Board of Directors if they receive any financial benefit provided by any LAHSA Agreement.

- G. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subcontract (or persons who are otherwise in a position to benefit from the actions of any officer, director, employee or agent).
- H. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
- I. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of LAHSA, the State of California, the County and City of Los Angeles, and federal regulations regarding conflicts of interest.
- J. Contractor warrants that it has not paid or given or will not pay or give to any third party, any money or other consideration for obtaining this Agreement.
- K. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract any proceeds thereof for work to be performed in connection with this Program during his or her tenure as such employee, member or officer for one year thereafter.
- L. Contractor shall incorporate the foregoing subsections of this Section 54 into every Agreement that it enters into in connection with this Program and shall substitute the term "Contractor" with "Subcontractor".
- M. Contractor warrants that it has adopted and shall comply with the Code of Conduct as approved by LAHSA that meets the foregoing requirements.

57. Non-Discrimination and Affirmative Action

- A. Contractor shall make every effort to ensure that all Programs funded wholly or in part by LAHSA funds shall provide equal employment and career advancement opportunities for minorities, women, and small businesses. In addition, Contractor shall make every effort to employ residents in the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.
- B. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County and City of Los Angeles. Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended, by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section 55.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24, Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

58. Involuntary Family Separation

Contractor providing services, emergency shelter, transitional housing, and/or permanent housing to families with children under the age of 18 shall not deny admission to any family based on the age of any 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.

59. 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, written to comply with and build upon the U.S. Department of Housing and Urban Development's 2016 final rule entitled "Equal Access in Accordance with Gender Identity in Community Planning and Development Programs".

The policy, entitled Equal Access and Gender Identity (EAGI), requires that LAHSA contractors provide individuals experiencing homelessness welcoming, non-discriminatory environments, as stipulated in Exhibit V, Equal Access Policy.

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.

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.

60. Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- A. Contractor acknowledges that the LAHSA 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.
- B. 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 J.
- C. 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.

61. Contractor's Warranty of Adherence to County's Child Support Compliance Program

- A. 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.
- B. 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).
- C. 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.

62. Violence Against Women Act

- A. On January 26, 2018, the LAHSA 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 attached hereto and incorporated herein by such reference as Exhibit U. 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 U, LAHSA's VAWA Policy, is attached hereto and incorporated herein by such reference.
- B. Failure of Contractor to comply with the LAHSA's VAWA Policy will be deemed to be a material breach of this Agreement by LAHSA.
- C. 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.
- D. 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.

63. Equal Benefits Ordinance

- A. On March 21, 2001, LAHSA Board of Commissioners adopted the City of Los Angeles Equal Benefits Ordinance ("EBO") as its own policy and requires that each Contractor comply with the EBO unless otherwise exempted in accordance with the provisions of the EBO, §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.

During the performance of this Agreement, Contractor certifies 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 this Agreement with LAHSA, Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administrator, Office of Contract Compliance Section at (213) 847-6480."

- B. Failure of Contractor to comply with the EBO will be deemed to be a material breach of this Agreement by LAHSA.
- C. If Contractor fails to comply with the EBO, 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.
- 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 §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 Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.

64. Religious and Political Activities

Contractor agrees that funds under this Agreement will 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. Further, 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.

65. Faith-Based Activities

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, participation must be voluntary for the beneficiaries or participants of the grant-funded program or services.
- B. A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds provided under this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based Contractor may use space in their facilities to provide funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or participant or prospective program beneficiary or participant on the basis of religion or religious belief.

F. Agreement funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Agreement funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant-funded religious congregation uses as its principal place of worship, however, are ineligible for grant-funded improvements. Disposition of real property after the term of this grant, or any change in use of the property during the term of the grant is subject to government-wide regulations governing real property disposition.

H. If a program participant or prospective program participant of the funded Agreement program objects to the religious character of the Contractor providing services under the program, then Contractor shall make reasonable effort to identify and refer the program participant to an alternative Contractor within the same geographical area.

66. Americans with Disabilities Act

Contractor shall comply with the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, *et seq.*, and its implementing regulations, 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 U.S.C. 794 and 24 C.F.R. Parts 8 and 9; the Uniform Federal Accessibility Standards ("UFAS"), 24 C.F.R. Part 40 and the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*; 24 C.F.R. Parts 100, 103 and 104 ("FHA"); Title II and Title III of the Americans with Disabilities Act, as applicable (28C.F.R. Parts 35 and 36), 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, ADAAA, Rehab. Act, UFAS, and 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 Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

67. Time Off for Voting

Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

68. Contractor's 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 B, Conditions Precedent, attachment 18., Charitable Contributions Certification, 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).

69. Citizen Participation

Contractor shall promptly provide all Program data necessary for LAHSA to provide reports to citizens. Discussions will be held often enough so that Contractor will be adequately apprised of citizen recommendations during the course of the Program. Contractor representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the LAHSA Executive Director or his/her designee.

70. Required Clearances for Staff, Volunteers, and Clients

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 and California Public Resources Code Section 5164(a)(2). Fingerprinting and a background check may be required of other staff and volunteers depending upon the amount of time and contact the staff member will have with minors. 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 subcontractor, and make these records available for future inspection.

B. Tuberculosis Screening of All Clients 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 R, Standardized Tuberculosis ("TB") Guidelines of this Agreement, located at the following Internet hyperlink, <https://www.lahsa.org/contracts> and incorporated herein by reference. The internal procedure shall provide:
  - a. Screening for all employees and all volunteers in direct contact with Program Participants;
  - b. Screening Program Participants for symptoms of infectious TB as specified in Exhibit A, Statement of Work;
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 24 herein.
4. Contractor agrees that LAHSA may update Exhibit R, Standardized Tuberculosis ("TB") Guidelines, 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.

71. Cessation of Program Services

- A. In the event that Contractor does not continue to operate the Program funded under this Agreement, 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 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.~~

72. Changes and Amendments to Terms and Conditions

A. Either Party may request a change or amendment to this Agreement

B. For any Material Change under this Agreement, **other than for an allocation or reduction in funding**, a negotiated Amendment to this Agreement shall be prepared by LAHSA and then signed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

For the purpose of this Agreement, a "Material Change" includes, but is not limited to: a change to the services to be performed by Contractor, the Statement of Work, scope of work, or term; a Program change (e.g. a change in recipient, site change, a change in the category of participants to be served in the Program, a change in the number of units or Program participants served in the Program); an addition or deletion in the type of activities funded; or a change to any term or condition included under this Agreement.

C. For any changes related to funding, including allocation or reduction in funding, refer to Section 9. Compensation.

D. For any non-Material Change to the Program, a Change Notice shall be prepared by either party and signed by the LAHSA Director of Contracts and Grants Management or his/her designee and Contractor's Executive Director or his/her designee.

E. For any change in Contractor's corporate name, Contractor shall notify LAHSA within seventy-two (72) hours, in writing, of the change.

F. No verbal agreement or conversation with any officer of either party shall affect or modify any terms and conditions of this Agreement or materially change this Agreement.

73. Waivers

Waivers of provisions of this Agreement must be in writing and signed by the Executive Director of LAHSA or his/her designee and Contractor.

No waiver by LAHSA of a breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

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74. 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 in 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.~~

75. Defaults

Contractor's failure for any reason to comply with the contractual obligations of this Agreement, including failure to perform or observe any term, covenant or condition, within the time specified herein, shall constitute an event of default under this Agreement. Upon a Contractor's default, LAHSA reserves the right to:

- A. Reduce the total budget;
- B. Make changes in the scope of services of this Agreement;
- C. Withhold Payments;
- D. Place Contractor on probation status in accordance with Section 76 of this Agreement;
- E. Suspend Program operations in accordance with Section 77 of this Agreement; or
- F. Terminate this Agreement.

76. Sanctions

LAHSA shall review Contractor's performance on a periodic basis. If, in the judgment of the LAHSA Executive Director or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the LAHSA Executive Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may impose sanctions against Contractor. These sanctions shall include, but are not limited to:

- A. Withholding funds from Contractor's invoice for work not performed until corrective actions are taken. A description of the work not performed and the amount to be withheld from payments to Contractor from LAHSA will be forwarded to Contractor by the LAHSA Executive Director or his/her designee in a written notice describing the reasons for said action.
- B. Reducing funds allocated to Contractor in this Agreement. Please refer to Section 9, Compensation.
- C. Disallowing costs for activities or performance that are not in compliance with this Agreement; or
- D. Termination of this Agreement for failure to perform.

77. Liquidated Damages

If, in the judgment of the LAHSA Executive Director or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the LAHSA Executive Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may assess liquidated damages from Contractor. A description of the work not performed and the amount to be assessed from the Contractor, will be forwarded to the Contractor by the LAHSA Executive Director or his/her designee, in a written notice describing the reasons for said action.

If the LAHSA Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the LAHSA Executive Director or designee deems are correctable by Contractor over a certain time span, the LAHSA Executive Director or designee will provide a written notice

to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the LAHSA Executive Director may:

- (a) Assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. ~~The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to LAHSA for liquidated damages in said amount. Said amount shall be assessed from the Contractor; and/or~~
- (b) Upon giving ten (10) business days' notice to Contractor for failure to correct the deficiencies, LAHSA may correct any and all deficiencies and the total costs incurred by LAHSA for completion of the work by an alternate source, whether it be LAHSA forces or separate private contractor, will be assessed from the Contractor, as determined by LAHSA.

The action noted above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover LAHSA cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

This Section 75 shall not, in any manner, restrict or limit LAHSA's right to damages for any breach of this Agreement provided by law or this Agreement, and shall not, in any manner, restrict or limit LAHSA's right to terminate this Agreement as agreed to herein.

#### 78. 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 five (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 will notify Contractor in writing of the release of the probation period when Contractor has complied with the terms of the corrective action to LAHSA's satisfaction and in LAHSA's sole discretion.
- E. If Contractor fails to take the corrective actions prescribed in the notice of probation within six (6) months from the date the Contractor receives said notice, this Agreement is subject to termination, in LAHSA's sole discretion. However, LAHSA may, in its sole discretion, grant an extension of time beyond the six (6) month period, if LAHSA determines that the continuation of the program services being provided under this Agreement are in the best interest of LAHSA and the Funding Entity(ies).
- F. In the event that Contractor is placed on probation two 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 Statement of Qualifications ("RFSQ") released by LAHSA for a period of two years starting from the effective date of probation; or
  - 2. Suspension of this Agreement.

#### 79. Suspension

- A. LAHSA may suspend all or part of the Program operations for failure of Contractor to comply with the terms and conditions of this Agreement by giving written notice.

B. Said notice shall set for 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 Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension notice.

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 Section 44, Insurance, subsection E of 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 RFSQ released by LAHSA for a period of five (5) years starting from the effective date of probation.

80. Force Majeure

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, pandemics (including but not limited to the Covid-19 pandemic), quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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81. Termination for Convenience

- A. At any time during the term of this Agreement, LAHSA may terminate this Agreement for LAHSA's convenience by giving Contractor thirty (30) days written notice thereof. The Executive Director or his/her designee is hereby authorized to give said notice on behalf of LAHSA, subject to ratification by LAHSA Board of Commissioners. ~~Upon receipt of said notice, Contractor shall immediately take action~~ not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Upon such termination, LAHSA shall pay Contractor its reasonable and allowable costs, for satisfactory work performed, through the effective date of termination. Thereafter, Contractor shall have no further claims against LAHSA under this Agreement.
- B. Upon receipt of said notice of termination and except as otherwise directed by LAHSA, Contractor shall stop work under this Agreement on the date and to the extent specified in such notice. Contractor shall also complete performance of such part of the work as if it would not have been terminated by such notice.
- C. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become LAHSA property upon the date of such termination. Contractor agrees to execute any documents necessary for LAHSA to perfect, memorialize, or record LAHSA's ownership of rights provided herein.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funds for this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

82. Termination for Cause

- A. This Agreement may be terminated by LAHSA upon written notice to Contractor for cause (failure to perform satisfactorily) with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The LAHSA Executive Director, or his/her designee, is hereby authorized to give said notice on behalf of LAHSA, 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, 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, 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 funds for this Agreement 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, noncompliance, and health code violations.

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**83. 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 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 determination with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to Contractor's performance pursuant to this Agreement.~~ In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- B. Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit such improper consideration. The report shall be made to the 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.

**84. Termination for Insolvency**

LAHSA 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.

**85. Termination Procedures**

- A. In the event LAHSA terminates this Agreement for cause, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, services similar in scope and level of effort to those terminated, and Contractor shall be liable to LAHSA for all costs and damages, including, without limitation, any excess costs for such services.
- B. All property, documents, data, studies, reports, and records purchased or prepared by Contractor under this Agreement shall be disposed of in accordance with LAHSA directives.
- C. In the event that Contractor ceases to operate (e.g., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.
- D. 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 the satisfactory performance of this Agreement.
- E. LAHSA may withhold any payments owed to Contractor until such time as the exact amount of damages that may be owed to LAHSA from Contractor is determined.
- F. The foregoing subsections B, C, D, and E shall also apply to activities terminating upon the date specified in Section 7, Time of Performance or upon completion of the performance of this Agreement.
- G. The rights and remedies of LAHSA provided in this Section 83 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

86. Effect of Termination

A. In the event that LAHSA terminates this Agreement for Cause, Contractor shall not be eligible for funding under any RFP, or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of termination.

B. In the event that Contractor terminates this Agreement without approval of LAHSA, Contractor shall not be eligible for funding under any RFP or RFSQ released by LAHSA for a period of three (3) years starting from the effective date of termination.

87. 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 five (5) working days.

88. 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, State, County, City, or HUD, or their respective agents, officers or employees.

89. Effect of Legal Judgment and Severability

The invalidity or unenforceability of any provision or portion of this Agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this Agreement.

90. Choice of Law and Venue Governing this Agreement

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to the choice of law or those provisions preempted by federal law. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Contractor agrees and consents to the exclusive jurisdiction of the court 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, Central Civil Division.

91. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any Program produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to LAHSA. LAHSA shall report the fact and disclose the Invention to Funding Entity(ies). Unless there is a prior agreement between LAHSA and Funding Entity(ies), Funding Entity(ies) shall determine whether to seek protection on the Invention. Funding Entity(ies) shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. § 200, *et seq.* (P.L. 95-517, P.L. 98-620, 37 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, as amended by Executive Order 12618. Contractor hereby agrees to be bound by the Policy, and will continually require its personnel to be bound by the Policy.

## B. Rights to Use Inventions

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

## C. Copyright Policy

1. Unless otherwise provided by the terms of Funding Entity(ies) or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. LAHSA and Funding Entity(ies) shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any copyright purchased under this Agreement. Contractor shall comply with 24 C.F.R. § 200.315.

## D. Rights to Data

1. Funding Entity(ies) and LAHSA shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" mean the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so, as required by 48 C.F.R. § 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. § 401 or § 402, LAHSA and Funding Entity(ies) acquires the data under a copyright license as set forth in 48 C.F.R. § 404(f)(2) instead of unlimited rights (48 C.F.R. § 27.404(a)).
2. Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms and provisions of this section into all subcontracts.

## 92. Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a LAHSA solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a LAHSA solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of LAHSA. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the LAHSA solicitation or the termination or cancellation of any resultant LAHSA contract. This provision shall survive the expiration, or other termination of this Agreement.

## 93. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict LAHSA or County from acquiring similar, equally or like goods and/or services from other entities or sources.

94. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

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95. 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 oral or written, relating thereto. This Agreement may be amended only as provided for herein.

96. Confidentiality of Information

A. LAHSA and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, California Department of Social Services, California Department of Education, County Welfare Departments, County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges, and Department of Alcohol and Drug Programs.

B. LAHSA and Contractor agree that:

1. Each party 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, LAHSA and County policies concerning information technology security and the protection of confidential records and information.
2. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their employees are only on a "need-to-know" basis.
3. Each party shall inform all of its directors, officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
4. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in § 1798.55 of the Civil Code, §502 of the Penal Code, § 2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
5. Each party, where appropriate, shall store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal or other means.
6. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
7. If LAHSA or Contractor enters into an agreement with a third party to provide services under this Agreement, LAHSA or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed



to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

C. Contractor also certifies the following:

1. ~~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.~~
2. Contractor will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program, and
3. The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such Program.
4. Contractor shall adhere to the provisions of Exhibit B, Conditions Precedent, Attachment 9, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to this Attachment.
5. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit B, Conditions Precedent, Attachment 10, Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
6. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.
7. 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.

97. Entire Agreement

This Agreement consists of this document, including all Exhibits and attachments referenced herein, which together constitute the entire understanding and agreement of the parties.

98. Authorization Warranty

Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

99. Counterparts and Electronic Signatures and Representations

- A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The email or electronic signature of the Parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.



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

APPROVED AS TO FORM FOR LAHSA on June 10, 2021:

Rodrigo A. Castro-Silva  
County Counsel

Aleen Langton  
Principal Deputy County Counsel

APPROVED AS TO FORM FOR LAHSA on June 10, 2021:

Michael N. Feuer  
City Attorney

Catrina Archuleta-Silva  
Deputy City Attorney

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: Heidi Marston  
Heidi Marston (Sep 3, 2021 10:40 PDT)  
Heidi Marston  
Executive Director

Executed on this: 09/03/2021

FOR: City of Long Beach

Internal Revenue Service ID Number:  
07-5295832

By: Tom Modica  
Print Name: Tom Modica  
Title: City Manager

Executed on this: 8/26/2021

APPROVED AS TO FORM

August 25, 2021  
CHARLES PARKIN City Attorney

By: Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit A**  
**Statement of Work**  
**Part 1: Scope of Required Services (SRS)**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**



## 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 LAHSA Program Standards, LAHSA Facility Standards, 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 Coordinated Entry System (CES). Contractors will be notified through policies, interim guidance, and other forms of guidance when deemed necessary. LAHSA policies and procedures are available on the LAHSA website.

### 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 CES in Los Angeles County. Bridge Housing should fit seamlessly with the other CES Program components.

### ELIGIBILITY FOR SERVICES

1. **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 II for detailed description of eligibility for Bridge Housing (BH) and Contractor responsibilities.
  - 1.1 Contractors will be responsible for documenting the determination of the participant's homelessness status utilizing the LAHSA Approved LA-CoC Homeless Certification Forms.
  - 1.2 Contractor will be responsible for obtaining the LA-CoC Homeless Certification Forms from any referring agency or proof of institutional stay.
  - 1.3 All documentation is required to be placed inside the participant's master file and upload the on the participants HMIS profile.
  - 1.4 Contractor must document the participant's homeless status in the Homeless Management Information System (HMIS).
  - 1.5 Please refer to the following training video on how to complete the LA-CoC Homeless Certification Forms:  
<https://www.youtube.com/watch?v=-PMkGNLk3E>

### POPULATION

2. **Population served:** Please see Appendices II and III for detailed descriptions 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.

2.1 **Bridge Housing for Youth and Adults: CES Acuity Score-Based:** Contractor must prioritize beds for participants with High Acuity Scores including: those who are matched, not yet matched, or exiting an institution, over participants with Mid Acuity Scores.

2.1.1 **High Acuity:** Participants with CES Survey Scores between 8-17 that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES.

2.1.2 **High Acuity:** Participants with CES Survey Scores between 8-17 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.

2.1.3 **Mid Acuity:** Participants with CES Survey Scores 4-7 that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES or enrolled in the Housing Navigation Program.

2.2 **B7 HPI Bridge Housing for Youth and Adults-Exiting Institutions**

2.2.1 Participants who are exiting institutions. See Appendix II and III with detailed requirements and further guidance.

3. 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).

#### CENTRALIZED REFERRAL SYSTEM

4. **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. 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.

4.1 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.

4.2 Contractor must follow any LAHSA issued guidance and/or procedures issued on the use of the CRS.

5. When the system utilizes HMIS for referrals, Contractor is required to participate in this practice.

6. **CES Participation:** Bridge Housing Programs are an integral part of the 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. Please see LAHSA Program Standards for further detail.

7. **CES Triage Tool:** Contractor must utilize the population-appropriate LA County CES Triage Tool to determine eligibility for and connection to the appropriate housing intervention. Please see LAHSA Program Standards and Interim Housing Practice Standards for additional information.

- 7.1 The triage tools must be administered in an office setting by staff who have completed training required by the LA CoC. If the participant is unable to complete the triage tool in one sitting, it can be completed over multiple meetings.
  - 7.2 The triage tools must be administered in a place that allows the participant needed privacy for answering the questions.
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#### **SUPPORTIVE SERVICES AND ACTIVITIES**

8. 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.
9. **Direct Support Services:** Contractors providing Bridge Housing are funded for and must provide the following services directly to participants in the program:
  - 9.1 Twenty-four (24) hour bed availability
  - 9.2 Housing Navigation (for participants not receiving Housing Navigation services from another program)
  - 9.3 Case Management (if participants are receiving Housing Navigation services from an external partner, Bridge Housing Case Managers must continue to provide additional Housing-Focused Case Management services to support and augment Housing Navigation services, to coordinate and facilitate housing placement)
  - 9.4 Residential Supervision
  - 9.5 Crisis Intervention & Conflict Resolution
  - 9.6 Security
  - 9.7 Meals
  - 9.8 Restrooms & Showers
10. **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.
  - 10.1 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 (when available) or a request can be made to use Problem Solving Assistance Funds.
  - 10.2 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 refer to the **Problem Solving Scope of Required Services** located in the Document section of the LAHSA website for further guidance.
11. **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. Please see LAHSA Program Standards and Interim Housing Practice Standards for further guidance.
  - 11.1 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.

- 11.2 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

~~12. 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.~~

- 12.1 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.
  - 12.2 Contractor must document the content and outcome of case management meetings with participants as case notes under the designated program in HMIS. Please see LAHSA's Program Level Case Note video on how to do this: [https://www.youtube.com/watch?v=Hg39kR6ms\\_s](https://www.youtube.com/watch?v=Hg39kR6ms_s).
  - 12.3 To maintain the momentum of participants' progress towards obtaining permanent housing, the Contractor must offer case management services to each participant at least two (2) times per month. The frequency of how often case management services is offered to each participant can be increased depending on need and availability. All efforts on behalf of the Contractor to engage a participant in case management services should be documented in HMIS as well as the response from the participant.
  - 12.4 Case notes in HMIS should be documented in a manner that is succinct, objective, and factual.
13. **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.
- 13.1 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

14. **Housing and Services Plan:** Following intake and assessment, Bridge Housing Case Managers must develop a Housing and Services Plan in coordination with the participant. Please refer to LAHSA Program Standards and Interim Housing Practice Standards for more details about HSP and Contractor responsibilities.
15. **Monthly Update:** Case Managers are required to document the participant's progress towards achieving the goals established in their Housing and Services Plan as a case note in HMIS at least one (1) time per month. Case managers have the option of completing the LAHSA approved Monthly Update Form although it's not required.
  - 15.1 All HSP goals must be referenced and the progress made on each goal must be provided within each monthly case note.



16. **Housing Navigation Services:** If a 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.

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

#### LENGTH OF ENROLLMENT

17. 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. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible. See **Appendix II** for further guidance.
- 17.1 Bridge Housing participants may receive extensions on their length of stay, if they meet the following criteria:
- 17.1.1 Participant has been matched to housing but has not been able to identify a suitable unit or is still going through the application process with a permanent housing provider.
- 17.1.2 Participant is High Acuity (CES Survey Scores between 8-17) but has not yet been linked to an appropriate housing resource.
- 17.1.3 Participant is currently working towards one or more goals established in the Housing and Services Plan but not yet connected to a housing resource. Contractors are expected to apply a Low Barrier approach when considering a participant's progress towards their goal(s).
- 17.2 Contractor must use the Bridge Housing Program: 90-Day Extension Form to document the reason(s) for the extension of time and reference the goals outlined in the Housing and Services Plan. Contractor must also reference how progress towards Housing and Services Plan goals will lead to permanent housing.
- 17.3 Contractor must ensure that this documentation has been entered into the participant's HMIS record by the Case Manager.
- 17.4 Participants who do not engage in any activities that will help them progress towards achieving the goals outlined in their Housing and Services Plan, after the Contractor has done due diligence to engage them in these activities, may be exited from the program. Due diligence attempts to engage participants must be documented via case notes in HMIS and are defined by multiple contact efforts by phone, or email, or other means (if relevant).

#### EXITING PARTICIPANTS

18. Contractor must develop clear Policies and Procedures for exiting participants from the Bridge Housing Program.
- 18.1 Contractor must exit the participant from enrollment in Bridge Housing when the following conditions are met:
- 18.1.1 Participant is successfully placed into permanent housing.
- 18.1.2 Participant relocates outside of Los Angeles County.

- 18.1.3 Participant is enrolled in another Interim Housing program (Crisis, Bridge, Recuperative Care, Stabilization, etc.) or Transitional Housing Program.
  - 18.1.4 Reunification services are utilized or the participant self-resolves their housing Bridge.
  - 18.1.5 Participant is deemed a risk to the safety of the contractor's staff, or other participants.
  - 18.1.6 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.
- 18.2 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.
- 18.3 Contractor must **NOT** exit a Participant from Bridge Housing for the following reasons:
- 18.3.1 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)
  - 18.3.2 Active substance use
  - 18.3.3 Failure to have an income
  - 18.3.4 Active health issues
  - 18.3.5 Mental health conditions
  - 18.3.6 Failure to abide by personal budget
  - 18.3.7 Non-compliance with Housing and Services Plan
  - 18.3.8 Medication non-compliance
  - 18.3.9 Or generally considered "difficult to work with."
- 18.4 Contractor should re-enroll participants that have been exited due to unapproved absences if a bed is available.
- 18.4.1 Contractors that participate in the CES matched-based system for referrals must coordinate with LAHSA's Interim Housing Matcher to re-enroll exited participants.
- 18.5 When possible, Contractor should avoid discharging participants directly to the streets or places not meant for human habitation and instead attempt to facilitate a transition to another interim housing program. When a participant has been successfully linked to another interim housing program, Contractor should provide the necessary support to ensure a successful transition.
- 18.6 When the participant has been successfully linked to a permanent housing program, Contractor must work collaboratively with the Permanent Housing Provider to facilitate a quick and successful transition that is not disruptive to the participant.
19. **Exit Plan:** Contractor must complete an Exit Summary Plan Form for all exited participants.
- 19.1 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.

19.1.1 When participants exit the facility before completing the exit interview, Contractor is expected to maintain a copy of the Exit Plan and list of interim housing resources for the participant should they return to the facility.

19.2 Contractor must complete the program exit page in 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. (If new information about a participant's exit destination becomes available after they've been exited from the program, Contractor should proceed with updating the exit destination on the program exit page in HMIS.)~~

19.2.1 Contractor should include a final case note in HMIS that includes supporting details about the participant's exit from the program.

#### HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

20. 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.
21. Contractor will encourage all served participants to sign the Consent to Share Protected Personal Information form, granting other CES providers access to their information.
22. In addition to Contractor requirements for utilization of HMIS, Contractor is also required to adopt and implement best practices for data entry as follows:
  - 22.1 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.
  - 22.2 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.
  - 22.3 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.
  - 22.4 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.
  - 22.5 With any participant or household, the Contractor must enter all bed service(s) provided to program participants.
    - 22.5.1 Enrollment in the program or having a bed reserved does **not** automatically mean that bed service should be entered for a participant. Contractor must enter the bed service daily to reflect a participant's or household's physical use of that bed each night. If applicable, Contractor must also appropriately mark the funding source for the given bed service(s).

22.6 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.

22.7 Update information and complete case notes on services provided to the participant within a twenty-four (24) hours following the provision of services.

22.8 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.

23. 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.

24. Contractor must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.

**PARTICIPANT MASTER FILE**

25. All documents are recommended but **NOT** required for enrollment into the program. Contractor must assist participant with obtaining the documents or information, if participant does not have them, upon program entry. Once obtained, a copy of participant’s documents, including identification and income documents, must be kept in participant file. An electronic file is acceptable should Contractor prefer to upload core documents into HMIS.

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

26.1 Core Documents for Bridge Housing Participant File:

Document	Guidance
Participant Identification	Required - See LAHSA Program Standards
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 LAHSA Program Standards
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	Optional- 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, including Reunification Certification Form and Transportation Assistance Request Form as appropriate.	Required- Use LAHSA approved forms when exiting participant from the program

## FACILITIES AND OPERATIONS

27. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.
- 27.1 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.
- 27.2 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.
28. Contractor must allow for in and out access of the shelter between 6:00 AM and 10:00 PM and accommodate access for anyone who may have employment or other important scheduling needs outside of those designated hours.
29. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.
30. Contractor must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
31. 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.
- 31.1 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.
- 31.2 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.
32. 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.
33. 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 which can be located in the Documents section of the LAHSA website.

34. **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.

#### CONTRACTOR OBLIGATIONS

35. Please see the LAHSA Program Standards and LAHSA Facility Standards for a detailed description of requirements.
36. Contractor agrees to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
37. 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.
38. 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

39. 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.
- 39.1 Program participation guidelines must incorporate language to support a Low-Barrier and Harm Reduction approach required of all programs.
- 39.2 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.
- 39.3 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).
- 39.4 Program participation guidelines must be made available to LAHSA staff upon request and will be subject to review and approval by LAHSA.
- 39.5 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

40. Contractors operating 15 or more Bridge Housing beds must have at least one master's 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. A master's level staff must be available at a minimum of 1 day per week and on-call as needed.

40.1 Contractors must submit a copy of the license of any professionally licensed staff to [interimhousing@lahsa.org](mailto:interimhousing@lahsa.org) within 7 days of hire.

41. Contractor must ensure that all staff and volunteers that are contracted/hired to provide services specifically to 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.
42. Contractor must provide twenty-four (24) hour residential management and security services by qualified staff to ensure the safety of all participants and staff.

**APPENDIX I. Acceptable Identification for Eligibility**

<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>		
	<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><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><b>[Category C] Alternative Forms of acceptable non-photo Identification</b></p> <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>APPENDIX II. Bridge Housing Program Eligibility Guidance 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>Population Served &amp; Eligibility</b>	<p>High-acuity homeless individuals (CES Survey Scores between 8-17), and Mid-acuity homeless individuals (CES Survey Scores between 4-7), identified through CES</p> <p><b>AND</b></p> <p>matched to safe and supportive housing.</p> <p><b>OR</b></p> <p>High-acuity homeless individuals (CES Survey Scores between 8-17) who have <b>not yet been matched to safe and supportive housing.</b></p>	<p>High-acuity homeless individuals (CES Survey Scores between 8-17), and Mid-acuity homeless individuals (CES Survey Scores between 4-7), identified through CES</p> <p><b>AND</b></p> <p>matched to safe and supportive housing.</p> <p><b>OR</b></p> <p>High-acuity homeless individuals (CES Survey Scores between 8-17) who have <b>not yet been matched to safe and supportive housing.</b></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 III.</b></p>
<b>Homeless Status</b>	<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>		

	<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>Homeless Verification</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>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 every ninety (90) days of a participant's 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. Each extension approves up to 90 additional days of stay. There is no limit on how many 90-day Extensions a participant can receive. Contractor must complete the LAHSA approved Bridge Housing Extension form with the participant every ninety (90) days if the participant maintains eligibility for extending their stay in the program. Completed forms should be placed in the participant's master file.</li> <li>• Contractor must document their reason(s) for denying program extensions as case notes in HMIS.</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 has been matched to housing but has not been able to identify a suitable unit or is still going through the application process with a permanent housing provider.</li> <li>• Participant is High Acuity (CES Survey Scores between 8-17) but has not yet been linked to an appropriate housing resource.</li> <li>• Participant is currently working towards one or more goals established in the Housing and Services Plan but not yet connected to a housing resource. Contractors are expected to apply a Low Barrier approach when considering a participant's progress towards their goal(s).</li> </ul>

**APPENDIX III. Eligibility Guidance 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 2: Performance Targets**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

## LAHSA Performance Targets

*Note: the following Performance Targets – alternatively referred to as “Key Performance Indicators” (“KPI”) – are applicable only to those program types that are funded under this contract. Consult the Summary Budget and/or Program Profile in this contract to identify applicable program type(s).*

### 1. A Bridge Home Bridge Housing

#### 1.1. A Bridge Home for Single Adults

A Bridge Home for Single Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

#### 1.2. A Bridge Home for Families

A Bridge Home for Families		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Occupancy Rate	95%

#### 1.3. A Bridge Home for Youth

A Bridge Home for Youth		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

### 2. Enhanced Bridge Housing for Older Adults

Enhanced Bridge Housing for Older Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

### 3. Enhanced Bridge Housing for Women

Enhanced Bridge Housing for Women		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

### 4. (Traditional) Bridge Housing

#### 4.1. (Traditional) Bridge Housing for Single Adults

(Traditional) Bridge Housing for Single Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

#### 4.2. (Traditional) Bridge Housing for Families

(Traditional) Bridge Housing for Families		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	55%
2.	Average Nightly Occupancy Rate	95%

#### 4.3. (Traditional) Bridge Housing for Youth

(Traditional) Bridge Housing for Youth		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

**Exhibit B  
Conditions Precedent  
(on next page)**

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

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**Exhibit B**  
**Conditions Precedent**  
**As Applicable Based on Funding Agreement**

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Prior to the execution of this Agreement, Contractor shall provide LAHSA with copies of the following documents. Forms for Attachments marked with \* are available at <https://www.lahsa.org/contracts>. Completed Attachment documents should be submitted to LAHSA, are identified by number, and shall be attached hereto (unless otherwise specified), and are incorporated herein by reference.

"EGMS" refers to LAHSA's Enterprise Grants Management System.

General Conditions Precedent apply to all Agreements with LAHSA. Additional conditions precedent for Funders apply as identified below.

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- Attachment 1 - Certification of No Conflict of Interest\*
- Attachment 2 - Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions\*
- Attachment 3 - Certification of Compliance with Equal Benefits Ordinance\*
- Attachment 4 - LAHSA's Authorization to Execute Agreements\*
- Attachment 5 - LAHSA's Authorization to Sign Invoices\*
- Attachment 6 - Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance\*
- Attachment 7 - Contractor's Articles of Incorporation
- Attachment 8 - Grounds for Rejection\*
- Attachment 9 - Contractor Employee Acknowledgement and Confidentiality Agreement\*
- Attachment 10 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement\*
- Attachment 11 - Employee Jury Service Program and Certification\*
- Attachment 12 - Charitable Contributions Certification\*
- Attachment 13 - Standardized Tuberculosis ("TB") Guidelines\*
- Attachment 14 - Contractor's Termination Policies and Procedures
- Attachment 15 - Contractor's Grievance Policies and Procedures
- Attachment 16 - Federal Certification and Disclosure Regarding Lobbying\*
- Attachment 17 - Certification Regarding Compliance with the Americans with Disabilities Act\*
- Attachment 18 - Contractor's Match Documentation
- Attachment 19 - Contractor's Affirmative Action Plan
- Attachment 20 - Contractor's Bylaws
- Attachment 21 - Contractor Responsibility Ordinance
- Attachment 22 - Certification Regarding Notice of Prohibition Against Retaliation\*



Attachment 23 - Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures

Application for First Source Hiring Ordinance\*

Attachment 24 - Certification of Compliance with the Slavery Disclosure Ordinance\*

**\*These Attachment forms are located at the following Internet hyperlink:  
<https://www.lahsa.org/contracts> for Contractor's completion and submission to LAHSA.**

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A. General Conditions Precedent

1. Authorization for Direct Deposits – Automated Clearing House Credits. Contractor will upload its Authorization for Direct Deposits - Automated Clearing House Credits in EGMS prior to execution of the Agreement.
2. Certification of No Conflict of Interest, Attachment 1.
3. Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Order 12549, Attachment 2.
4. Certificate of Insurance containing coverage as specified in Section 47 of the Agreement, Insurance, unless otherwise required by Funder Terms & Conditions, Exhibit F. Contractor will upload proof of insurance via a certificate of insurance and endorsement in EGMS prior to execution of the Agreement.
5. Certification of Compliance with Equal Benefits Ordinance, Attachment.3
6. LAHSA's Authorization to Execute Agreements form, along with evidence of a corporate action ratifying such authority, Attachment 4.
7. LAHSA's Authorization to Sign Invoices form, Attachment 5. If there is a change in the names or titles of any authorized signatory listed in Attachment 5, Contractor will give written notice to LAHSA within five (5) business working days of said change, along with evidence of a corporate action ratifying said change.
8. Current list of Board of Directors, providing each member's name, position on the Board and contact information (including business address, telephone number(s), and email addresses. Contractor will upload Board of Directors information described in this section in EGMS prior to execution of the Agreement.
9. A Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the Los Angeles Homeless Services Authority, Attachment 6.
10. Copy of Adopted Code of Conduct. Contractor will upload its Code of Conduct in EGMS prior to execution of the Agreement.

11. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, Attachment 7.

12. Grounds for Rejection, Attachment 8.

13. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment 9. Contractor shall save Attachment 9 in its files, as indicated in the Contractor Acknowledgement and Confidentiality Agreement.

14. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, Attachment 10. Contractor shall return the Contractor Non-Employee Acknowledgement and Confidentiality Agreement form if applicable.

15. Employee Jury Service Program and Certification, Attachment 11.

16. Charitable Contributions Certification, Attachment 12.

17. Standardized Tuberculosis ("TB") Guidelines, indicating Contractor's TB Liaison's contact information, Attachment 13.

18. Contractor's Termination Policies and Procedures, Attachment 14.

19. Contractor's Grievance Policies and Procedures, Attachment 15.

20. The Federal Certification and Disclosure Regarding Lobbying; Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93, Attachment 16.

**B. Federal Conditions Precedent**

If this Agreement is funded either in whole, or in part, by Federal Funds, the following Condition Precedent applies:

1. Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*, and its implementing regulations), as evidenced by the execution of a certification to this Agreement, Attachment 17.
2. Contractor's Match Documentation as required in Section 15 of the Agreement, Match Requirements of this Agreement, Attachment 18.

**C. City Conditions Precedent**

If this Agreement is funded either in whole, or in part, by funds from the City of Los Angeles (City Funds), the following Conditions Precedent also apply. Prior to the execution of this Agreement, Contractor shall submit to the LAHSA for approval in writing the documents listed below. During the Term of this Agreement, Contractor shall provide immediate updates to these documents to the LAHSA in the event that the information changes.

1. An Affirmative Action Plan, Attachment 19, in accordance with PSC-26, Exhibit F, City of Los Angeles Terms and Conditions.
2. Contractor's Bylaws (if any), and all amendments to those Bylaws, as adopted by Contractor's Board of Directors and properly attested, Attachment 20.
3. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required

of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended. If applicable, an exemption may be filed. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

- ~~4. An Internal Revenue Service taxpayer identification number, as disclosed in EGMS prior to execution of the Agreement.~~
5. The Contractor Responsibility Ordinance, if applicable, including the pledge and questionnaire in accordance with PSC – 31 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.40 *et seq.*, Attachment 21. The pledge and questionnaires can be found at the following links:  
Pledge: [https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF)  
Questionnaire for service  
<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>  
Questionnaire for construction  
<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>
6. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit F and in accordance with PSC – 28 on Exhibit F, City of Los Angeles Terms and Conditions, Attachment 22.
7. A Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures Application for First Source Hiring Ordinance in accordance with PSC – 34 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.8.3, Attachment 23.
8. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with PSC – 33 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.41, Attachment 24.
9. A Management Representation Statement fully executed in accordance with City's fiscal policies. Contractor will upload its Management Representation Statement in EGMS prior to execution of the Agreement.
10. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 on Exhibit F, City of Los Angeles Terms and Conditions. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

**Exhibit B, Attachment 1**  
**Certification of No Conflict of Interest**  
**(Contractor, please provide)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

**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.

LINDA F. TOTUM ASST. CITY MANAGER  
Authorized Official's Printed Name and Title

Linda F. Totum  
Authorized Official's Signature

APPROVED AS TO FORM

August 25, 2021  
CHARLES PARKIN City Attorney

By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 2**  
**Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary**  
**Exclusion Lower Tier Covered Transactions**  
**(Contractor, please provide)**

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Form is located at the following internet hyperlink.  
<https://www.lahsa.org/contracts>

**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**

Linda J. Jatum for  
SIGNATURE

10/27/2020  
DATE

Thomas B. Modica, City Manager  
NAME & TITLE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
October 23, 20 20  
CHARLES PARKIN, City Attorney

By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



**Exhibit B, Attachment 3**  
**Certification of Compliance with Equal Benefits Ordinance**  
**(Contractor, please provide)**  
Form is located at the following internet hyperlink:  
<https://www.lafsa.org/contracts>

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**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: 2525 Grand Ave

City: Long Beach State: CA Zip: 90815

Contact Person: Tom Papadameriou 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: \_\_\_\_\_

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/Appplies to Spouses of Employees	Available/Appplies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	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	Dental Insurance (List Name of Carrier(s))				
	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	Vision Plan (List Name of Carrier(s))				
	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 27 day of October, in the year 2020, at LONG BEACH, CA  
(City) (State)

Brandon J. Jackson  
Signature

Thomas B. Modica  
Name of Signatory (please print)

City Manager  
Title

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

October 23, 2020  
CHARLES PARKIN, City Attorney

By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

411 W. Ocean Blvd.  
Mailing Address

Long Beach, CA 90802  
City, State, Zip Code

95-6000733  
Federal ID Number

## COMPLIANCE

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance

1149 S. Broadway Street, 5<sup>th</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.

Contractor's EEO Certification

City of Long Beach  
Contractor Name

2525 Grand Ave. Long Beach, CA 90815  
Address

Internal Revenue Service Employer Identification Number: [REDACTED]

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  No
- 2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
- 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  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  No

Thomas B. Modica, City Manager

Authorized Official's Printed Name and Title

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

*Linda J. Johnson for*  
Authorized Official's Signature

10/27/2020  
Date

APPROVED AS TO FORM  
*October 23, 2020*  
CHARLES PARKIN, City Attorney

By *[Signature]*  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 4**  
**LAHSA's Authorization to Execute Agreements**  
**(Contractor, please provide)**  
Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>



# 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
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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>Arlinda J. Saturn</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

<u>CHAIRPERSON</u>	<u>SIGNATURE</u>	<u>DATE</u>
N/A		

\* If neither is applicable, strike out

**Exhibit B, Attachment 5**  
**LAHSA's Authorization to Sign Invoices**  
**(Contractor, please provide)**

Form is located at the following internet hyperlink.  
<https://www.lahsa.org/contracts>





# 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. Nerissa Molica	Financial Services Officer	
2. Erica Valencia-Adachi	Interim Special Projects Officer	
3. Paul Duncan	Homeless Services Officer	
4.		
5.		
6.		

<u>CITY MANAGER</u>	<u>SIGNATURE</u>	<u>DATE</u>
Thomas B. Modica		10/27/2020
		APPROVED AS TO FORM
		October 23, 2020
		CHARLES PARKIN, City Attorney

\* If neither is applicable, strike out

EXECUTED PURSUANT  
TO SECTION 301 OF

Please provide names and signatures of ~~no less than~~ 2 signatories.

By

TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 6**  
**Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance**  
**(Contractor, please provide)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

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

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

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

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

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE REQUIRES:**

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

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

- As of July 1, 2018, a wage of at least \$11.80 per hour with health benefits of \$1.25 per hour, or \$13.05 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:**

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

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

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

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

\_\_\_\_\_  
 Print Name of Person Completing this Form

\_\_\_\_\_  
 Signature of Person Completing this Form

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Phone #

\_\_\_\_\_  
 Date

**LWO – EMPLOYEE INFORMATION FORM**  
**REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO**

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2018, a wage of at least \$11.80 per hour with health benefits of \$1.25 per hour, or \$13.05 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_
2. STATE the number of employees working ON THIS CITY CONTRACT: \_\_\_\_\_
3. ATTACH a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No
- If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing this Form \_\_\_\_\_

Signature of Person Completing this Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

**LWO – EMPLOYEE INFORMATION FORM**  
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2018 a wage of at least \$11.80 per hour with health benefits of \$1.25 per hour, or \$13.05 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:		
1. Company Name: _____ Email Address: _____		
2. STATE the number of employees working ON THIS CITY CONTRACT: _____		
3. ATTACH a copy of your company's 1 <sup>st</sup> PAYROLL under THIS CITY CONTRACT.		
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.		
<b>**NOTE:</b> Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.		
<input type="checkbox"/> I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.		
FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.		
I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.		
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____	
Title _____	Phone # _____	Date _____
AWARDING DEPARTMENT USE ONLY:		
Dept: _____ Contact: _____ Phone #: _____ Contract #: _____		

## LWO EXEMPTION APPLICATION

### OCC APPROVAL REQUIRED

**This application for exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone #: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____ Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Contact: _____ Phone #: _____ Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

**LWO – SUBCONTRACTOR INFORMATION FORM**  
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

**SECTION I: CONTRACTOR INFORMATION**

1. Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

2. Do you have subcontractors working on this City contract?  Yes  No

If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_

b) Complete Section II for EACH subcontractor, continue to Section III & IV (if applicable), AND SIGN Section V.

If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.

**SECTION II: SUBCONTRACTOR INFORMATION**

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No

If Yes, state reason below. And see Section III for the required document(s):  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No

If Yes, state reason below. And see Section III for the required document(s):  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No

If Yes, state reason below. And see Section III for the required document(s):  
 \_\_\_\_\_

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

1. Subcontractor Name: _____	
2. Contact Person: _____	Phone #: _____
3. Address: _____	
4. Purpose of Subcontract: _____	
5. Amount of Subcontract: \$ _____	Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state reason below. And see Section III for the required document(s): _____	
1. Subcontractor Name: _____	
2. Contact Person: _____	Phone #: _____
3. Address: _____	
4. Purpose of Subcontract: _____	
5. Amount of Subcontract: \$ _____	Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state reason below. And see Section III for the required document(s): _____	

**SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO THE LWO**

EXEMPTION OR NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW-28 - 501(c)(3) Non-Profit Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW-10 - OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Small Business <sup>3</sup>	LW-26 - Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.

**SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (NOT ELIGIBLE FOR EXEMPTIONS)**

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW-6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
2) Subcontractor Information Form	LW-18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>

**SECTION V: SIGNATURE**

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____ Date _____

**AWARDING DEPARTMENT USE ONLY**

Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
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- <sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
  - (2) ~~The LW-28 501(c)(3) Non-Profit Exemption Application referred to in the LWO Rules and Regulations Appendix A must~~ include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.
- <sup>2</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.
- (a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.
  - (b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.
- <sup>3</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.
- (a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located. Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.
  - (b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
  - (c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.
- <sup>4</sup> **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.
- <sup>5</sup> **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.
- <sup>6</sup> **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

## LWO – 501(C)(3) NON-PROFIT EXEMPTION APPLICATION

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone #: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p><b>501(c)(3) Non-Profit Organizations:</b></p> <ul style="list-style-type: none"> <li>■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>■ The exemption is valid for all employees except Child Care Workers.</li> <li>■ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>■ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>■ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:               <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ _____</li> </ol> </li> <li>3. Based on Question 2 above, is A less than C?               <ul style="list-style-type: none"> <li><input type="checkbox"/> YES If YES, sign and submit this application for final approval.</li> <li><input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption.</li> </ul> </li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?               <ul style="list-style-type: none"> <li><input type="checkbox"/> YES <input type="checkbox"/> NO</li> </ul> </li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<p>I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the Office of Contract Compliance of such change and comply with the LWO's wage and time off requirements.</p>	
Print Name of Person Completing this Form _____	Signature of Person Completing this Form _____
Title _____	Phone # _____ Date _____
<p>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</p>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Contact: _____ Phone #: _____ Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

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**Exhibit B, Attachment 7**  
**Contractor's Articles of Incorporation**  
**(Contractor, please provide)**

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**Exhibit B, Attachment 8  
Grounds for Rejection  
(Contractor, please provide)**

Form is located at the following internet hyperlink.  
<https://www.lahsa.org/contracts>

**Exhibit B, Attachment 9**  
**Contractor Acknowledgement and Confidentiality Agreement**  
**(For Contractor's files)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

## **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: Thomas B. Modica

Date: 10 / 27 / 2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Thomas B. Modica, City Manager

Name and Title

APPROVED AS TO FORM

Oct 26, 2020

CHARLES PARKIN, City Attorney

By

SARAFTE GREEN  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 10**  
**Contractor Non-Employee Acknowledgement and Confidentiality Agreement\***  
**(Contractor, please provide if applicable)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Agreement No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the Los Angeles Homeless Services Authority (LAHSA). LAHSA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of LAHSA, the County of Los Angeles, the City of Angeles, or any of LAHSA's Funders (as defined in the Agreement) for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA or its Funder(s) by virtue of my performance of work under the above-referenced contract. 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 or its Funder(s).

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 above-referenced contract is contingent upon my passing, to the satisfaction of LAHSA and its Funder(s), any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of LAHSA and its Funder(s), any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by LAHSA and its Funder(s) and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and its Funder(s). In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA or its Funder(s). LAHSA and its Funder(s) 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. I understand that if I am involved in work with LAHSA and its Funder(s), LAHSA and its Funder(s) must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for LAHSA and its Funder(s). I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and LAHSA and its Funder(s). 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 LAHSA and its Funder(s), design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or LAHSA and Funder(s) employees who have a need to know the information. I agree that if proprietary information supplied by other LAHSA and Funder(s) vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced 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 to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: Linda F. Tatum

DATE: 8/26/2021

PRINTED NAME: LINDA F. TATUM

POSITION: ASST CITY MANAGER

APPROVED AS TO FORM  
August 25, 20 21  
CHARLES PARKIN, City Attorney  
By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 11**  
**Employee Jury Service Program and Certification**  
**(Contractor, please provide)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

**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:	2525 Grand Ave . Long Beach CA 90815
Telephone Number:	562-570-4681
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, City Manager

Brandon J. Jahrom APPROVED AS TO FORM 10/27/2020  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CHARLES PARKIN, City Attorney

By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit B, Attachment 12  
Charitable Contributions Certification  
(Contractor, please provide)**

Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

**Charitable Contributions Certification**

City of Long Beach  
Company Name:

2525 Grand Ave Long Beach CA 90815  
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.

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.

Thomas B. Modica  
Signature  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**  
Thomas B. Modica, City Manager  
Name and Title of Signer

10/27/2020  
Date

APPROVED AS TO FORM  
October 23, 2020  
CHARLES PARKIN, City Attorney  
By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



**Exhibit B, Attachment 13**  
**Standardized Tuberculosis ("TB") Guidelines**  
**(Contractor, please provide)**

Form is located at the following internet hyperlink.  
<https://www.lahsa.org/contracts>

## STANDARDIZED TUBERCULOSIS ("TB") GUIDELINES

Contractor acknowledges and certifies that it will implement the following procedures as recommended by the County of Los Angeles Department of Public Health Tuberculosis Control Program:

1. Screen all employees and all volunteers in direct contact with Clients
2. Appoint a shelter TB Liaison
3. Screen Clients for Infectious TB symptoms at Intake
4. In addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter
5. Establish a Cough Alert Protocol ("CAP")
6. Refer any employee, volunteer or Clients with Infectious TB symptoms for immediate medical evaluation.

Contractor additionally acknowledges and certifies that, pursuant to this Agreement's HMIS Compliance Certification, it will report each and any event as defined in that Certification.

---

### 1. Screen All Employees and Volunteers In Direct Contact with Clients

Contractor shall ensure that within 7 days after staff/ volunteer start date:

- A. All staff can be referred to their private healthcare provider or a community-based clinic in order to get tested for latent TB infection. A community based clinic may be found at <http://publichealth.lacounty.gov/tb/index.htm>
- B. New employees who report a prior test showing latent TB infection (baseline) must have a chest x-ray or provide written documentation that a chest x-ray was performed within the previous six months. Such individuals must also receive a medical evaluation by a healthcare provider to determine the need for further evaluation or treatment.
- C. All employees and volunteers should receive annual TB clearance

---

### 2. Appoint A Shelter TB Liaison\*

Contractor shall appoint a TB Liaison whose primary responsibilities shall be:

- A. Ensure that TB symptoms review is performed and documented for all new Clients following SAMPLE FORM C, as well as annually for all Clients. Individuals with symptoms of active TB disease should be referred to a medical provider using a **Referral for Tuberculosis Evaluation** form. A sample of a form is attached hereto as **SAMPLE FORM A**; and

- B. Ensure that all new Clients without symptoms of active TB disease receive TB clearance within 7 days of intake using a **Referral for Tuberculosis Screening Form** (attached as **SAMPLE FORM D**)
  - ~~C. Maintain a **Cough Alert Log** on a daily basis for the purpose of keeping count of coughing reflexes as perceived by other shelter staff using the Cough Alert Log form as indicated in Section 4 below. A draft sample of a form is attached hereto as **SAMPLE FORM B**; and~~
  - D. Coordinate Client referrals to healthcare providers for TB evaluation if symptomatic; and
  - E. Fax or hand deliver a Referral for Tuberculosis Evaluation to the referring healthcare provider on the same day a Cough Alert Log is created. A sample form is attached herein as **SAMPLE FORM A**; and
  - F. Maintain a filing system for these forms (and a computer database, if possible)
  - G. Coordinate Client transportation to a nearby healthcare provider for TB evaluation
  - H. Attend TB prevention training and other health protection workshops
  - I. Develop a reminder system for Client follow up
- \* **The TB Liaison does not need to be a health care provider if your shelter does not have onsite medical staff.**

Contractor must assign a TB Liaison who shall serve as the Contractor's main point of contact for any related issues in connection with these TB Prevention Guidelines and also agrees to notify LAHSA in writing within five (5) days in the event that the TB Liaison changes for any reason.

TB Liaison: \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 E-mail Address

**3. Screen Program Clients for Infectious TB symptoms at Intake**

- A. Contractor shall ensure that all Clients (overnight, or drop-in care) be evaluated for the presence of TB symptoms upon Intake. Initial screening during intake will involve asking the Client the following question: "Have you had a cough that has lasted more than three weeks?" If the Client responds "yes" to this initial question, then this question should be followed by an Early Detection of TB Questionnaire on a form similar to **SAMPLE FORM C**. This questionnaire will help the TB Liaison identify Clients who may have infectious TB so that appropriate precautions can be taken. In addition, the TB Liaison and shelter staff in direct contact with Clients must be alert for Clients who exhibit symptoms consistent with infectious TB.

Note: The TB Liaison or shelter staff are not being asked to judge whether or not a Client has TB, but rather, asks to be alert to potential symptoms of TB present in the Clients before, during, and after Intake and to assist symptomatic Clients to obtain appropriate healthcare.

- B. Contractor shall ensure that if a Client is cleared for TB at intake, this clearance should expire one year from the date of the healthcare provider evaluation on the **Referral for Tuberculosis Screening**. **Even before the date of expiration, if the Client has symptoms suggestive of active TB disease (as outlined below) they should be referred to a medical provider for further evaluation.**
- 

**Note:** When assessing the likelihood a Client with TB-related symptoms or risk factors might have TB, specific questions to ask the Client privately include:

- Do you have a cough that has lasted longer than 3 weeks?
- Have you recently lost weight without explanation during the past month?
- Have you had frequent night sweats during the past month, soaking your sheets or clothing?
- Have you coughed up blood in the past month?
- Have you been feeling much more tired than usual over the past month?
- Have you had fevers almost daily for more than one week?

- C. Contractor shall ensure that a Client who has prolonged cough (> 3 weeks) plus any other TB symptoms shall be promptly referred to an appropriate health care provider for evaluation.
- 

#### 4. Screen Clients For Latent TB Infection at Intake

- A. Contractor shall ensure that in addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter. A comprehensive TB evaluation by a licensed healthcare provider should include:
- i. A review of symptoms
  - ii. Test for latent TB infection: tuberculin skin test ("TST") or I blood test
  - iii. Chest radiograph or additional tests as necessary
- B. Contractor shall use a form similar to **SAMPLE FORM D** for this purpose. If onsite healthcare services are available, this evaluation can occur at the shelter, otherwise, the Client must be referred to a healthcare provider.
- 

#### 5. Establish a Cough Alert Protocol (CAP)

Contractor shall ensure that after Intake, shelter staff working closely with Clients during the day or monitoring the sleeping rooms at night should be continually alert for any Clients persistently coughing. When a coughing Client is identified, shelter staff must:

- A. Complete a *CAP* and provide it to the TB Liaison immediately after the Client has been identified.
- B. Upon receiving the CAP, the TB Liaison will fax the **Referral for Tuberculosis Evaluation** form to the healthcare provided to which the Client is referred to.

Clients with active TB disease can return to the shelter only upon providing written documentation by a licensed healthcare provider that they are no longer contagious.

## ANNUAL SCREENING FOR EMPLOYEES AND VOLUNTEERS

California law requires annual screening for employees and volunteers who have direct Client exposure. Below is a summary of recommendations from the Los Angeles County Department of Public Health for shelters:

- A. All persons (employees or volunteers) with a new positive skin or blood test must also have a chest x-ray.
- B. Staff who have a documented previous positive skin or blood test and are coughing (possible active TB disease) must be excluded from work until medically evaluated.
- C. The medical evaluation will include an examination by a healthcare provider, a test for latent TB, a chest x-ray and possibly other diagnostic tests.
- D. Clearance to return to work must be obtained from an appropriately licensed healthcare provider.
- E. Results of TB screening for employees and volunteers are considered protected health information and must be kept confidential.
- F. Homeless shelters must maintain employee TB screening documentation in the employee's medical file. Documentation regarding compliance with required medical screening may be kept in the employees personnel file, however screening results may never be kept in the employee personnel file.
- G. Shelter employees and volunteers should receive TB prevention training annually, with a curriculum that has been developed by the Los Angeles County, Department of Public Health – Tuberculosis Control Program, and documentation of this training should be placed in the employee's personnel file.

Contractor agrees that LAHSA may update this Exhibit from time to time as necessary to reflect any updates or changes to this TB Guidelines, Contractor shall accept renewals of this Exhibit through written confirmation without requiring a formal Amendment to this Agreement.

**SAMPLE FORM A**  
**Referral for Tuberculosis Evaluation**  
**(for symptomatic Clients)**

Name of referring shelter: \_\_\_\_\_

Name of contact person at shelter: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Name of Client: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Bed location: \_\_\_\_\_

Date of arrival at shelter: \_\_\_\_\_ Referral date: \_\_\_\_\_

Name of clinic/hospital to which Client was referred:  
\_\_\_\_\_

Comments/List reported or observed symptoms from *Early Detection of Tuberculosis Questionnaire*:

**Shelter staff: Hand this form to the Client to bring with them to the health care provider.  
Attach a copy of the "Early Detection of Tuberculosis Questionnaire."**

**To be completed by clinic physician or nurse (give a copy to Client)**

**Not a TB Suspect.** This individual has been fully evaluated for active TB disease and it has been determined that he or she does not have active TB disease at this time. The Client may return to shelter. No infection control precautions are necessary. **Individual not reported to Los Angeles County TBC Program.**

**TB Suspect.** This individual is suspected of having active TB disease and he or she began taking an appropriately prescribed course of anti-TB medications on: \_\_\_\_\_, This individual is not considered contagious at this time and may return to (or seek admittance to) a congregate living situation such as a homeless shelter. No infection control precautions are necessary. **Clinic to report Suspect/Case to Los Angeles County TBC Program (213-745-0800)**

Name of physician or nurse at clinic: \_\_\_\_\_

Date of evaluation: \_\_\_\_\_ Name of clinic: \_\_\_\_\_

If the individual is not considered a TB suspect at this time, clearance to return to a congregate living setting such as a homeless shelter expires one year from the date of evaluation noted on the bottom half of this page.

(Note: Per California Health & Safety Code, providers are required to fax a Confidential Morbidity Report (CMR) for all TB Suspects and verified TB Cases to the LAC TB Control Program within seven (7) days. You may download a CMR at: <http://publichealth.lacounty.gov/tb/index.htm>).

**SAMPLE FORM B  
Cough Alert Log**

Name of Shelter: \_\_\_\_\_ Month/Year: \_\_\_\_\_

Date copy of cough alert log was given to Shelter TB Liaison: \_\_\_\_\_

Client Name	Date of Birth	Bed Location	Date(s) Client Observed to be Coughing	Name of Staff Member who Observed Client Coughing	Comments

**Shelter Staff:** Immediately forward a copy of this log to your TB Liaison when a persistently coughing Client is identified during the day. For Clients who have been coughing throughout the night, forward a copy of this log to your TB Liaison the next morning. The TB Liaison is responsible for further assessing the Client for symptoms of active TB disease and for determining if a referral for TB evaluation is appropriate.

**SAMPLE FORM C**  
**Early Detection of Tuberculosis Questionnaire**

This questionnaire is designed for all Clients at the time of intake. In addition, it can be used for any current Client with cough. It will help identify Clients who may have infectious TB so that appropriate precautions can be taken. ~~An individual with a prolonged cough (> 3 weeks) and at least one (1) other symptoms of TB should be referred to an appropriate health care provider for further evaluation.~~

HISTORY/SYMPTOMS	Yes	No	Don't Know
<b><u>Do you have a cough that has lasted longer than 3 weeks?</u></b>			
Have you recently lost weight without explanation during the past month?			
Have you had frequent night sweats during the past month, soaking your sheets or clothing?			
Have you coughed up blood in the past month?			
Have you been feeling much more tired than usual over the past month?			
Have you had fevers almost daily for more than one week?			

Does the Client have prolonged cough (> 3 weeks) and answered "yes" to at least one other question above?

Yes                      No

If answered yes to a  the Client  should be referred immediately (or the next morning) to the nearest CHS public health center on week days and on weekends and holidays to a County Hospital Emergency Department (e.g., Los Angeles County+ USC Medical Center, Harbor-UCLA, or Olive View Medical Center).

**Shelter Liaison COMMENTS**

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**EXPOSURE CONTROL METHODS IMPLEMENTED**

Surgical mask given to Client? \_\_\_\_\_

Instructed to cover mouth when coughing? \_\_\_\_\_

Was the Client separated from others and placed in a well-ventilated room? \_\_\_\_\_

Evaluator name: \_\_\_\_\_ Date: \_\_\_\_\_

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**Sample Form D**  
**Referral for Tuberculosis Screening**  
**(for asymptomatic Clients)**

**Shelter staff: Complete the top portion of this form and hand it to the Client.**

**Client: Bring this form with you to the clinic/hospital listed below.**

Name of referring shelter: \_\_\_\_\_

Name of contact person at shelter: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Name of Client: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Bed location: \_\_\_\_\_

Date of arrival at shelter: \_\_\_\_\_ Referral date: \_\_\_\_\_

Name of clinic/hospital to which Client was referred: \_\_\_\_\_

Comments: \_\_\_\_\_

Dear Provider,

This Client was referred for a TB screening evaluation that is required of all persons staying at this facility. The form must be completed within 7 days of arrival at the facility, or the Client will no longer be able to remain a part of the housing program.

**To be completed by clinic/hospital physician or nurse (give a copy to Client)**

1. Please perform a test for latent TB infection\* for all individuals without history of previous positive test result.

TST result:  mm TB Blood Test Result:  Negative  Positive

2. Please perform a chest radiograph for all individuals with a positive TST or TB blood test. Persons with a history of a positive test need to have an annual chest radiograph for repeat TB screening.

CXR result:  Normal  
 Abnormal, not consistent with active TB disease  
 Abnormal, possibly representing active TB disease

Cleared for stay in congregate setting \*\*\*\*Date of clearance: \_\_\_\_\_

Not cleared; pending additional testing

Name of physician or nurse at clinic/hospital: \_\_\_\_\_

Name of clinic/hospital \_\_\_\_\_

\* Tests available include the tuberculin skin test (TST) or blood tests (Quantiferon and T-SPOT).

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**Exhibit B, Attachment 14**  
**Contractor's Termination Policies and Procedures**  
**(Contractor, please provide)**

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**Exhibit B, Attachment 15**  
**Contractor's Grievance Policies and Procedures**  
**(Contractor, please provide)**

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**Exhibit B, Attachment 16**  
**Federal Certification and Disclosure Regarding Lobbying**  
**(Contractor, please provide)**

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Form is located at the following internet hyperlink:  
<https://www.lahsa.org/contracts>

**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, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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

*Linda J. Sabum for*

Thomas B. Modica, City Manager  
Name and Title

October 27, 2020  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
APPROVED AS TO FORM

October 23, 2020  
CHARLES PARRIN, City Attorney

By *[Signature]*  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES

Commissioners

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

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

Monique King-Viehland  
Acting Executive Director

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

Name of Firm: City of Long Beach Date: \_\_\_\_\_  
Address: 2525 Grand Ave, Long Beach CA 90815 Phone #: \_\_\_\_\_

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  
[Signature]  
SIGNATURE

City Manager  
TITLE  
10/27/2020  
DATE

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER  
APPROVED AS TO FORM  
October 23, 2020  
CHARLES PARKIN, City Attorney  
By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

**Exhibit C**  
**Program Budget and Services**  
**(on next page)**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

## Subrecipient Advance, Indirect, Administration Rate Exhibit

Funding Source	Funding Agency	Funding Type	Eligible Advance	Indirect Cost Rate (%)	Administrative Rate (%)	
Federal	Housing and Urban Development (HUD)	Continuum of Care Programs (CoC)	N/A	Up to 10% of Modified Total Direct Costs upon approval	Up to 10% of Modified Total Direct Costs upon approval	
		CoC Homeless Housing Assistance Programs (HHAP)	N/A	Up to 10% of Modified Total Direct Costs upon approval	N/A	
		California Department of Housing and Community Development (HCD)	California Emergency Solutions and Housing (CESH)	17%	Up to 10% of Modified Total Direct Costs upon approval	N/A
		Midwest II - Homeless Initiatives (HII) Strategies	17%	N/A	Up to 12% of Modified Total Direct Costs	
		County of Los Angeles - CEO	General Funds (GFR) (e.g., YRP, JBF, CES, WSP)	17%	N/A	Up to 10% of Modified Total Direct Costs
		Supervisory District Funds (SD Fund)	California Youth Relief Funds	17%	N/A	Direct Administration Costs
		Department of Public Social Services (DPSS)	As directed by Supervisory District	N/A	Up to 10% of Modified Total Direct Costs	
		Department of Children and Family Services (DCFS)	Homeless Support Program (HSP) Non-WW	17%	Up to 10% of Modified Total Direct Costs	N/A
		Department of Workforce Development, Aging and Community Services (WDACS)	CAWDORS Single Address (S) WW	17%	Up to 10% of Modified Total Direct Costs	N/A
		Los Angeles County - Development Authority (LACDA)	Independent Living Program (ILP)	N/A	Up to 10% of Modified Total Direct Costs	N/A
City	Los Angeles Housing - Community Investment Department (CID)	Adult Protective Services-Home Sale Program	N/A	N/A	N/A	
		CARES Act Emergency Solutions Grant (ESG-CV) Federal	N/A	Up to 10% of Modified Total Direct Costs	N/A	
		Emergency Solutions Grant (ESG) Federal and State	N/A	Up to 10% of Modified Total Direct Costs	N/A	
		General Funds (GF)	17%	N/A	Up to 10% of Modified Total Direct Costs	
		Homeless Housing Assistance Program (HHAP)	17%	Up to 10% of Modified Total Direct Costs	N/A	
		Continuum Development Block Grant (CDBG)	17%	Up to 10% of Modified Total Direct Costs	N/A	
		Emergency Solutions Grant (ESG)	N/A	Up to 10% of Modified Total Direct Costs	N/A	
		CARES Act Emergency Solutions Grant (ESG-CV)	N/A	Up to 10% of Modified Total Direct Costs	N/A	

### Subrecipient Advance, Distribution, Recapture and Repayment Policy

It is the policy of LAHSA to provide advances to LAHSA Subrecipients only when essential to meet the needs of providing services outlined in their contract and during an established emergency. Advance appropriations become available for obligation upon the signing of the contract between LAHSA and the subrecipient. Subrecipients may secure advance payment for all eligible contracts, unless directed by the funder. Each funder has specific guidelines that dictate the eligible amount available to LAHSA. As the Joint power of authority, LAHSA has the power to distribute the maximum eligible advance amount as deemed necessary to subrecipient as long as it is in accordance with the funder's guidelines. Advance payments to subrecipients must be limited to the minimum amounts needed and be used to be in accordance with the actual, immediate cash requirements of the subrecipients to perform the work of the approved program. This maximum eligible advance amount and recapture schedule is detailed in the Exhibit B of all LAHSA contracts with subrecipients. All advances can be recaptured across the full contract term and or be repaid in full by the end of the contract term unless otherwise stated by the funder. A refund check for any balance of advanced unexpended funds must be returned within 60 days of the contract expiration.

### General Rules:

- LAHSA subrecipients can only request within 60 days of the execution of a new or amended LAHSA contract.
  - Advance requests in excess of 60 days will be considered upon request and on a case-by-case basis and upon LAHSA determination that this is urgently needed. Repeated advance requests may affect a grantee's risk status assessment.
  - LAHSA reserves the right to suspend, deny or limit advance payments to high-risk subrecipients that is not in compliance with its reporting requirements.
  - In no case will LAHSA pass-through funds be commingled with the personal funds of, or be used for personal purposes by, any officer, employee, or agent of the grantee, nor will any of these funds be deposited in personal bank accounts for disbursement by personal.
- Subrecipient Requirements**
- The LAHSA Subrecipient has established or demonstrated to LAHSA the willingness and ability to establish written procedures that will minimize the time elapsing between the transfer of funds from LAHSA and their disbursement of the funds for services outlined in their contract.
  - The LAHSA subrecipient's financial management system meets the standards for fund control and accountability prescribed in Section 21 of OMB Circular A-110 (2 CFR §215.21).
  - Advance payments must be deposited and maintained in FDIC insured accounts. Furthermore, interest earned on advance payments deposited in interest bearing accounts must be returned annually to the Funder in the manner prescribed by LAHSA. However, if



**Exhibit D  
Intentionally Omitted**

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**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

**Exhibit E  
Definitions**

Located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

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**Exhibit F**  
**Funder Terms and Conditions**  
**(on next page)**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)  
TERMS AND CONDITIONS**

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**WHEREAS**, the State of California established programs to support homeless services through its Business, Consumer Services and Housing Agency (BCSH);

**WHEREAS**, and LAHSA and the State of California's BCSH executed funding agreement number 20-HHAP-00100 on or about September 16, 2020 for allocated funds for uses consistent with the Health and Safety Code Section 50219, subdivision (c)(1) - (8) in the Los Angeles Continuum of Care;

**WHEREAS**, the City of Los Angeles established the Homeless Housing, Assistance and Prevention Program (HHAP), funded in the Los Angeles City Housing and Community Investment Department (HCID) budget by the State of California pursuant to its HHAP Program;

**WHEREAS**, the County of Los Angeles has provided HHAP funds to LAHSA via The Operating Agreement between Los Angeles County and LAHSA as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, LAHSA and HCID entered into agreement C-135650 for the provision of homeless services with HHAP funds from the State of California as specified in Exhibit C, Program Budget and Services;

**WHEREAS**, LAHSA wishes to grant Contractor funds with HHAP funding from the State of California or from the City of Los Angeles or from Los Angeles County, as as specified in Exhibit C, Program Budget and Services;

//  
//

**1. Services to be Provided by Contractor**

Contractor shall ensure that it and any of its subcontractors ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City and that their income does not exceed applicable federal income guidelines for very low, low and moderate-income persons, making them eligible for services.

**2. Compensation**

Any housing-related activities funded with HHAP 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).

All proceeds from any interest-bearing account established by the Contractor for the deposit of HHAP funds, along with any interest-bearing accounts opened by subcontractors to the Contractor for the deposit of HHAP funds, must be used for HHAP-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.

### **3. Minimum Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing**

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

- A. **Structure and Materials.** There should be a Certificate of Occupancy and the shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.
- B. **Access.** All facilities shall be maintained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., its implementing regulations at 24 CFR Part 8, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) Pub. L. 110-325 and all subsequent amendments; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40; §504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and implementing regulations at 24 CFR Parts 8 and 9; the Emergency Solutions Grant shelter and housing standards found at 24 CFR Part 576.403 and the Lead-Based Paint Poisoning Prevention Act; and the Fair Housing Act, 42 U.S.C. §3601 et seq., its implementing regulations at 24 CFR Parts 100, 103, and 104.
- C. **Lead-Based Paint Requirements.** The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the HHAP program and all housing occupied by program participants. All HHAP sub-recipients are required to conduct a Lead-Based Paint inspection on all units receiving assistance under the rapid re-housing and homelessness prevention components if the unit was built before 1978 and a child under age of six or a pregnant woman resides in the unit.
- D. **Space and security.** Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- E. **Interior air quality.** Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- F. **Water supply.** The shelter or housing structure's water supply must be free of contamination.
- G. **Sanitary facilities.** Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- H. **Thermal environment.** The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.

- I. **Illumination and electricity.** The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
- J. **Food preparation.** Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- K. **Sanitary conditions.** The shelter or housing structure and any equipment must be maintained in a sanitary condition.
- L. **Fire safety.** There must be at least one working smoke detector in each occupied unit of the shelter or housing structure. Where possible, smoke detectors must be located near sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include but are not limited to laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.

#### **4. Property or Facility Leases**

- A. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which allows LAHSA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event LAHSA terminates the Contractor's Agreement or Contractor abandons the lease.
- B. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor or their subcontractor, paid for with HHAP funds, inures to the benefit of LAHSA, and LAHSA may elect, at its sole option, to remove such improvements.
- C. It is recommended that Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, the lessee may terminate the lease with 120 calendar days' written notice.
- D. A copy of all leases and lease amendments must be reviewed and approved by LAHSA prior to signature and be on file with LAHSA prior to the release of cash.
- E. Contractor shall not sublease, assign, or amend in any manner leases paid for with HHAP funds without prior written LAHSA approval. Contractor shall invoice for only that portion of the lease cost that is allocated to HHAP programs. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

#### **5. Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance**

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' LAHSA may terminate this Agreement at any time if LAHSA determines that Contractor failed to fully and accurately disclose all Contracts and Sponsorship of the National Rifle Association.

**Exhibit G**  
**LAHSA Homeless Programs Grievance Resolution Appeal Form**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

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**Exhibit H  
Letter of Intent  
(on next page)**

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**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**





June 29, 2021

Via Electronic Mail  
City of Long Beach  
333 W. Ocean Boulevard  
Long Beach, California 90802  
[Patrick.west@longbeach.gov](mailto:Patrick.west@longbeach.gov)

**Re: Letter of Intent, initial funding allocations for Fiscal Year 2021 – 2022**

Dear Ms. Chandler:

LAHSA is pleased to inform you of LAHSA's intent to allocate funding for the 2021-2022 Fiscal Year as indicated in the following page, contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders. The contracts represent intended allocations for particular program activities (each, a "component").

Please note that the contract(s) identified in this letter of intent have an "Allocation Reference Number." Once entered into LAHSA's Enterprise Grants Management System (EGMS), a contract number will be assigned to each contract. You can access these contract(s) in EGMS under the contract number(s).

Attached to this letter, please find the following documents related to the intended allocations:

- Letter outlining LAHSA's timeline and processes regarding Fiscal Year 2021-2022 funding allocations.
- Budget Detail Template: Completing this template will assist as you enter budget information into LAHSA's Enterprise Grants Management System (EGMS) upon activation of your award(s).

If you have questions about your allocations, please direct your inquiries to [fundingandallocations@lahsa.org](mailto:fundingandallocations@lahsa.org).

Please expect component-based contract(s) in the upcoming weeks as indicated in the table above.

Sincerely,

*Lisa Thompson*

Lisa Thompson  
Contracts Specialist  
[lthompson@LAHSA.org](mailto:lthompson@LAHSA.org)

Heidi Marston  
Executive Director

Board of Commissioners

Wendy Greuel  
Chair

Jacqueline Waggoner  
Vice Chair

Kelli Bernard

Sarah Dusseault

Noah Farkas

Mitchell Kamin

Lawson Martin

Irene Muro

Booker Pearson

Kelvin Sauls

Administrative  
Office

707 Wilshire Blvd.  
10<sup>th</sup> Floor  
Los Angeles, CA 90017

213 683.3333 - PH

213 892.0093 - FX

213 553.8488 - TY

BH

New Contract Number	OU Contract Number	Provider	Component/ sub-Component	HHS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Beds/Units, etc.	# of People or Households to Be Served	Funding Rate	Funding Period	Allocation	Funder	Funding Source
2021BHA26	2020CBH105	City of Long Beach	Bridge Housing	Bridge Housing - Individual Shelter	City of Long Beach Year Round Shelter	Individual Adults	B	Beds	60	105	\$50.00	365	\$1,095,000.00	STATE	CoC HHAP-2

BH

New Contract Number	OU Contract Number	Provider	Component/ sub-Component	HHS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Beds/Units, etc.	# of People or Households to Be Served	Funding Rate	Funding Period	Allocation	Funder	Funding Source
2021BHA26	2020CBH105	City of Long Beach	Bridge Housing	Bridge Housing - Individual Adults	City of Long Beach Year Round Shelter	Individual Adults	B	Beds	60	105	\$50.00	365	\$1,095,000.00	STATE	CoC HHAP-2

**Exhibit I**  
**LAHSA Contractor's Accounting Handbook**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit J**  
**Safe Surrender Baby Law**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit K**  
**Contractor's Equal Employment Opportunity (EEO) Certification**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>  
**(Contractor, please sign)**

---

**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit L  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

**Exhibit M**  
**Participant Termination and Grievance Policies and Procedures**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit N  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**



**Exhibit O  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

---

**Exhibit P  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

---

**Exhibit Q  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

---

**Exhibit R  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

---

**Exhibit S  
Intentionally Omitted**

---

**Agreement Number: 2021BHA26  
Contract Name: City of Long Beach**

**Exhibit T**  
**Intentionally Omitted**

**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

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**Exhibit U**  
**Housing Protections Under the**  
**Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care (“VAWA”)**  
**Located at the following internet hyperlink:**  
**<https://www.lahsa.org/contracts>**

**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit V**  
**Equal Access Policy**  
**Located at the following internet hyperlink:**  
**<https://www.lahsa.org/contracts>**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**



**Exhibit W**  
**2021-22 LAHSA Facility Standards**  
**Located at the following internet hyperlink:**  
**<https://www.lahsa.org/contracts>**

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit X**  
**2021-22 LAHSA Program Standards**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit Y**  
**LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit Z**  
**Fraud Hotline Fact Sheet**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**

**Exhibit AA**  
**Fraud Hotline Poster**  
**Located at the following internet hyperlink:**  
<https://www.lahsa.org/contracts>

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**Agreement Number: 2021BHA26**  
**Contract Name: City of Long Beach**







# PRESENTING AR# 2021BHA26 - City of Long Beach

Final Audit Report

2021-07-23

Created: 2021-07-23  
By: Erick Morales (emorales@lahsa.org)  
Status: Signed  
Transaction ID: CBJCHBCAABAAI5f\_WXEUD8I6LnJo6e5bIlM400UXJ15a

## "PRESENTING AR# 2021BHA26 - City of Long Beach" History

-  Document created by Erick Morales (emorales@lahsa.org)  
2021-07-23 - 6:08:00 PM GMT - IP address: 99.51,148,251
-  Document e-signed by Erick Morales (emorales@lahsa.org)  
Signature Date: 2021-07-23 - 6:09:32 PM GMT - Time Source: server - IP address: 99.51,148,251
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2021-07-23 - 8:39:23 PM GMT

# Presenting LAHSA Agreement# 2021BHA26

Final Audit Report

2021-09-03






Created: 2021-09-02

By: Erick Morales (emorales@lahsa.org)

Status: Signed

Transaction ID: CBJCHBCAABAANU63ENABPF-9leORMZN2mX\_Wp35IXWP9

## "Presenting LAHSA Agreement# 2021BHA26" History

-  Document created by Erick Morales (emorales@lahsa.org)  
2021-09-02 - 10:27:18 PM GMT - IP address: 99.51.148.251
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2021-09-03 - 5:40:00 PM GMT - IP address: 34.203.19.29
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