

36018
Digital Contract Execution and Reporting Routing Sheet

FY 19-20 <input type="checkbox"/>	FY 20-21 <input type="checkbox"/>	FY 21-22 <input type="checkbox"/>	FY 22-23 <input checked="" type="checkbox"/>	FY 23-24 <input type="checkbox"/>	FY 24-25 <input type="checkbox"/>	FY 25-26 <input type="checkbox"/>
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This digital Sub-recipient Agreement routing sheet is to satisfy LAHSA internal review process

Contractor Name: City of Long Beach
Allocation Ref. Number: 2021BHA26
Previous Contract Number: Amendment Two to 2021BHA26
Amendment Number: Amendment Three to 2021BHA26
Current EGMS ID: AD-BH-BH-028-01
New EGMS ID: AD-BH-BH-028-02
EGMS Am. Req. Number: CR-AD-BH-BH-028-01-01
This Amendment Amount: \$1,095,000.00
Amendment Term: July 1, 2022 to June 30, 2023
Total Contract Amount: \$2,190,000.00
Total Contract Term: July 1, 2021 to June 30, 2023

Comment:

- FY 2022 - 2023 Periodic renewal and Subaward allocation.
- Budget and SOW updated.
- Funding sources: County Measure H E8 in the amount of \$178,320.00
State CoC HHAP - 3 in the amount of \$916,680.00

Completed & Reviewed by

Joel Brown

Joel Brown (Jul 26, 2022 17:02 PDT)

Contracts Specialist

07/27/2022

Date

Approved Generally by

Daniel Fisher

Daniel Fisher (Jul 27, 2022 15:00 PDT)

A.D./ Supervisor, Contracts & Procurement

Kristina Dixon

Kristina Dixon (Aug 16, 2022 16:40 PDT)

Acting Co-Executive Director / Chief Financial & Administration Officer

Executive execution by

See Signature Page in the Agreement

Acting Co-Executive Director / Chief Programs Officer

**AMENDMENT NUMBER THREE
TO CONTRACT NUMBER 2021BHA26
BETWEEN
LOS ANGELES HOMELESS SERVICES AUTHORITY
AND
THE CITY OF LONG BEACH
RELATING TO THE**

FISCAL YEAR 2022 – 2023 BRIDGE HOUSING – INDIVIDUAL ADULTS PROGRAM AGREEMENT

THIS AMENDMENT NUMBER Three ("Amendment Number Three") to Agreement Number 2021BHA26 for EGMS ID Number AD-BH-BH-028-03 (collectively referred to as the "Agreement"), pursuant to EGMS Amendment Request Number CR-AD-BH-BH-028-01-01, is made and entered into by and between the Los Angeles Homeless Services Authority ("LAHSA"), a joint powers authority of the City and County of Los Angeles, and City of Long Beach ("Contractor"), a 501(c)(3) organization incorporated under the laws of the State of California, collectively the ("Parties").

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

FISCAL YEAR 2022 – 2023 A M E N D M E N T A G R E E M E N T

Effective on the date of LAHSA's Executive Director's signature, the Agreement is amended.

1. **RECITALS** is hereby amended and restated hereunder as follows:

Add the following:

"WHEREAS, LAHSA has implemented the Enterprise Grants Management System (EGMS) to manage and administer funding to subrecipients, including to Contractor;

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 LAHSA Board of Commissioners has authorized the Executive Director of LAHSA to enter into agreements for up to five hundred thousand dollars and no cents (\$500,000.00) without the Commission's approval;

WHEREAS, on May 26, 2022, the LAHSA Board of Commissioners voted to award this Agreement to Contractor;

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

WHEREAS, Contractor was awarded under LAHSA approved procurement processes in accordance with this Agreement;

WHEREAS, due to the ongoing COVID-19 pandemic, LAHSA temporarily suspended procurement for ongoing homeless service programs currently under contract due to the extreme hardship that having to respond to a Request For Proposal would place upon our nonprofit partners during this difficult time;

- 2.2. Lack of COVID-19 vaccination or test documentation
 - 2.3. Lack of tuberculous test (TB) documentation
 - 2.4. Lack of Service Animal/Emotional Support Animal (ESA) documentation
 - 2.5. Lack of sobriety
 - 2.6. Lack of income or employment status
 - 2.7. Lack of identification documentation
 - 2.8. The presence of mental health issues, disabilities, or other psychosocial challenges
 - 2.9. Lack of a commitment to participate in treatment
 - 2.10. Justice system involvement
 - 2.11. Presence of or number of evictions
 - 2.12. Any other criteria thought to predict challenges/barriers to long-term housing stability
3. Contractor must NOT permanently ban participants from re-entering the (Crisis/Bridge) Housing for Adult Programs, regardless of reason for participant's exit or termination from previous enrollments in Contractor's programs.
- 3.1. Reference Program Standards for program parameters relating to Grievances and Termination.

COORDINATED ENTRY SYSTEM (CES) PARTICIPATION

4. (Crisis/Bridge) Housing for Adult Programs are an integral part of the Coordinated Entry System (CES), which was created to ensure consistent approaches for access to, and delivery of, services in Los Angeles County. Therefore, (Crisis/Bridge) programs must work in collaboration with the CES. Please see LAHSA Program Standards for further detail. Participation in the Coordinated Entry System includes regular attendance in SPA-level case coordination, and:
- 4.1. Contractor must agree to receive referrals from the LAHSA and/or designated Los Angeles County Health Agency (Departments of Health Services, Mental Health, and Public Health) Matchers, including accepting referrals submitted via the LAHSA/Los Angeles County Health Agency Standardized Referral Form.
 - 4.2. Contractor must comply with LAHSA's established protocol for regular, timely reporting on current bed vacancies/availability and provide additional occupancy updates as requested.
 - 4.3. Contractor must utilize LAHSA-established tracking and database mechanisms for making and receiving referrals.
 - 4.4. Contractor must follow any LAHSA-issued guidance and/or procedures issued on referrals or the system of referrals to shelter.
5. Contractor must establish and maintain relationships with public and community-based service agencies to collaborate and make services available to participants.
- 5.1. Contractor must ensure that appropriate releases of information sharing (consents) are in place prior to case conference meetings.
 - 5.2. Contractor must participate in LAHSA-hosted cross-agency coordination, training, and case conferencing sessions with public and community-based service agencies.
6. CES Initial Assessment: CES Surveys (CES Survey for Adults, Youth, or Families with Children) are no longer required upon intake. Upon identification of a new or updated CES Initial Assessment tool, contractor will be required to complete all necessary training to implement CES Initial Assessment tool(s) as part of client intake.
- 6.1. Contractor must review the last Initial Assessment of every participant. This review should inform the Housing and Services Plan (HSP) developed in the programs' case management.
 - 6.2. If participants do not have an Initial Assessment, Contractors must offer to complete a new one. to any participant without an Initial Assessment. The Contractor will be required to complete all necessary training to implement CES Initial Assessment tool(s) as part of the intake of any participant.
 - 6.3. The CES Initial Assessment may only be administered by staff who have completed LAHSA required trainings.

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 and the 2022-2023 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 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). If LAHSA does not receive the adequate funding for its performance under this Agreement, then LAHSA shall be relieved of obligations under this Agreement or this Agreement shall be amended to conform to the changes in funding allocations as elected by LAHSA.
- 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(s) or rescind(s) 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; and/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.

- 15.1. Twenty-four (24) hour bed availability
 - 15.2. Case Management
 - 15.3. Document collection for permanent housing
 - 15.4. Collaborate with external housing program providers and provide triage and tracking Management
 - 15.5. Problem-Soiving
 - 15.6. Financial Assistance
 - 15.7. Connection to LA County's Mainstream Benefits/Services
 - 15.8. Connection to Employment Development/Placement Programs
 - 15.9. Harm Reduction Services (e.g., sharps containers, overdose prevention resources, amnesty lockers)
 - 15.10. Residential Supervision
 - 15.11. Crisis Intervention & Conflict Resolution
 - 15.12. Restrooms & Showers
16. **Meal Distribution:** All participants must be provided three (3) daily nutritional meals (Breakfast, Lunch, Dinner) provided by the Contractor or a subcontracted vendor. Contractor must make accommodations for participants who miss the designated mealtime to ensure that they still receive their meals.
17. **Security:** Contractor is required to oversee and promote the safety of (Crisis/Bridge) Housing for Adult Programs participants, staff, and invited guests. The contractor must take a trauma-informed approach to providing security at the site and have standard operating procedures to ensure safety of all residents.
18. **Emergency Naloxone Administration:** All interim housing provider staff must be trained to administer Narcan to participants experiencing an opioid overdose emergency and responsible for maintaining an inventory of Narcan working with LAHSA.
19. **COVID-19 Prevention and Response Practices:** Contractor is required to abide by all screening, prevention, and response practices designated by the LA County Department of Public Health (DPH) as it relates to COVID-19. Contractor will ensure that staff and participants adhere to any Orders issued by the State or County's Health Officer when in effect.
- 19.1. Contractor must educate staff and participants on the latest COVID-19 best practices as per the Center for Disease Control (CDC) and DPH and ensure that these practices are integrated into the facility's daily operations. This may include but is not limited to:
 - 19.1.1. COVID-19 Screenings:
 - 19.1.1.1. Contractor must attend Interim Housing Collaborative meetings that Department of Public Health and Public Services hold to ensure up-to-date knowledge of COVID-19 practices and protocols.
 - 19.1.1.2. All participants and staff must be screened for COVID-19 symptoms daily in accordance with CDC and the LA County Department of Public Health (DPH) guidelines.
 - 19.1.1.3. Contractors shall train their staff in medical screening practices following DPH and DHS guidance, and nursing staff are not a requirement for the program, unless DPH and DHS guidance stipulates.
 - 19.1.1.4. Contractor will make best efforts to ensure that all staff and participants adhere to CDC protocols, including social distancing practices and wearing Personal Protective Equipment (e.g., facial coverings, gloves, etc.).
 - 19.1.1.5. Contractor must ensure that meals will be provided at the front door of each participant's unit or in a common area that allows for social distancing and recommended safety protocols to prevent the transmission of COVID-19.

4. **Exhibit A, Statement of Work**, is hereby amended as follows:

(1) Add **Exhibit A-1, Statement of Work, Part 1: Scope of Required Services (SRS)** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023), *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit A, Statement of Work** in the Agreement and its Table of Contents, and/or Exhibits, and any related amendments shall hereby incorporate and include **Exhibit A-1, Statement of Work, Part 1: Scope of Required Services (SRS)** for Fiscal Year 2022 to 2023 (July 1, 2022 to June 30, 2023).

(2) Add **Exhibit A-1 Statement of Work, Part 2: Performance Targets** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023), *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit A, Statement of Work** in the Agreement and its Table of Contents, and/or Exhibits, and any related amendments shall hereby incorporate and include **Exhibit A-1, Statement of Work, Part 2: Performance Targets** for Fiscal Year 2022 to 2023 (July 1, 2022 to June 30, 2023).

5. **Exhibit B, Conditions Precedent** is hereby amended to include updated Conditions Precedent under **Exhibit B-1, Conditions Precedent**, for Fiscal Year 2022 – 2023, *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit B, Conditions Precedent** in the Agreement, and its Table of Contents, and/or Exhibits, and any related amendments, shall hereby incorporate and include **Exhibit B1, Conditions Precedent**, and its Attachments thereto.

6. Notwithstanding the Attachments to Exhibit B, Conditions Precedent contained in the Agreement hereof, Exhibit B, Conditions Precedent, is hereby further amended to include the following Attachments, as specified hereunder:

7. Exhibit C, Program Budget and Services is hereby amended to add **Exhibit C-2, Program Budget and Services** for Fiscal Year 2022 – 2023 (July 1, 2022 to June 30, 2023) as follows:

Exhibit C-2, Program Budget and Services, is added to the Agreement for EGMS ID Number AD-BH-BH-028-03, Fiscal Year 2022 to 2023 (budget period of July 1, 2022 to June 30, 2023), and is *attached hereto and incorporated herein by such reference*, including Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table, *attached and incorporated herein by such reference*. Any and all references to **Exhibit C, Program Budget and Services**, in the Agreement and its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate **Exhibit C-2, Program Budget and Services** for EGMS ID Number AD-BH-BH-028-03, for Fiscal Year 2022 – 2023 (budget period of July 1, 2022 to June 30, 2023), including the Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table.

8. **Exhibit F, Funder Terms and Conditions**, is hereby amended as follows:

Exhibit F, Funder Terms and Conditions, is amended to include **Exhibit F-1, Funder Terms and Conditions** which includes updated FY22-23 County of Los Angeles, Terms and Conditions, *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit F, Funder Terms and Conditions** in the Agreement, and its Table of Contents, and/or Exhibits, and any related amendments, shall hereby incorporate and include previous **Exhibit F, Funder Terms and Conditions** and County of Los Angeles, Terms and Conditions and **Exhibit F-1, Funder Terms and Conditions** and County of Los Angeles, Terms and Conditions as updated hereunder.

Exhibit F, Funder Terms and Conditions, is amended to include **Exhibit F-1, Funder Terms and Conditions** which includes updated FY22-23 HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP) TERMS AND CONDITIONS, *attached hereto and incorporated herein by such reference*. Any and all references to **Exhibit F, Funder Terms and Conditions** in the Agreement, and its Table of Contents, and/or Exhibits, and any related amendments, shall hereby incorporate and include previous **Exhibit F, Funder Terms and Conditions** and HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP) TERMS AND CONDITIONS and **Exhibit F-1, Funder Terms and Conditions** and HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP) TERMS AND CONDITIONS as updated hereunder.

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(Crisis/Bridge) Housing for Adult Programs Scope of Required Services (SRS)

This Scope of Required Services (SRS) for the (Crisis/Bridge) Housing for Adult Programs contains a written summary of, and links to, detailed information regarding the services that must be provided to eligible participants experiencing homelessness. 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 comprise the entire Statement of Work for (Crisis/Bridge) Housing for Adult Programs. 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.

OVERVIEW

(Crisis/Bridge) Housing for Adult Programs provides a safe, Low-barrier, Housing First, Housing-Focused, and supportive twenty-four (24) hour residence to persons experiencing homelessness, while they are being quickly assessed and connected to a broad range of housing resources and while they are working on locating, applying to, and obtaining their permanent housing.

GLOSSARY

(Crisis/Bridge) Housing for Adult Programs: A short term, twenty-four (24) hour emergency shelter for persons experiencing homelessness. The intention of this emergency housing is to provide participants with a safe place to reside while they are assessed and connected to more permanent and supportive housing resources. Resource referral and case management are primary interventions that are available to all participants. Beds are provided on a first-come, first-served basis.

Emergency Shelter: According to Federal Statute 24 CFR 576.2, "Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general, or for specific populations of the homelessness and which does not require occupants to sign leases or occupancy agreements."

Problem Solving: Also known as Diversion; a strategy that seeks to resolve a participant's current experience of homelessness by helping participants identify immediate alternative housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing. The first conversation upon entry should be to assess for the possibility of diversion to assist the person to self-resolve their housing crisis and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant, rather than reside in a Crisis Housing. If resources are needed to successfully divert a person from entry into the homelessness system, an immediate referral must be made to a Problem-Solving program. To identify other permanent housing options, Contractor should continue to have Problem Solving conversations with the participant while residing in the Crisis Housing. Please see Problem Solving Scope of Required Services (LAHSA Form 4627) for further guidance.

Coordinated Entry System: The Los Angeles Coordinated Entry System facilitates the coordination and management of a crisis response system's resources that allows service providers, participants, and policy makers to make data-informed decisions from available information to connect people efficiently and effectively to interventions that will rapidly end their homelessness. CES ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. LAHSA funded System Components are connected and coordinated through the CES in response to end homelessness.

Housing & Services Plan: Housing & Services Plans are a tool utilized by interim housing and housing navigation staff in the engagement of identifying a path to permanent housing for participants experiencing homelessness. Housing and

11. This Amendment Number Three may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Amendment Number Three, which, together with the Agreement, and all Exhibits and Attachments constitute the entire understanding and agreement of the Parties.

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


APPROVED AS TO FORM FOR LAHSA on May 31, 2022:

Aleen Langton
Principal Deputy County Counsel

APPROVED AS TO FORM FOR LAHSA on May 31, 2022:

Catrina M. Archuleta-Silva
Deputy City Attorney

For: Los Angeles Homeless Services Authority

By: 
Molly Rysman (Aug 19, 2022 09:12 PDT)
Name: Molly Rysman
Title: Acting Co-Executive Director / Chief Programs Director

Executed this day 08/19/2022

For: City of Long Beach

Internal Revenue Service ID Number:
95-6000733

By: 
Name: Tom Modica
Title: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Executed this day 8-10-2022

Approved as to form:
Date: 8/5/2022

By: 
For: Charles Parkin, City Attorney

Said Agreement shall be referenced as Amendment Number Three to 2021BHA26 of LAHSA Contracts and shall further be referred to under EGMS ID Number AD-BH-BH-028-03

23. **Mainstream Benefits:** Contractor must establish procedures for referring eligible and interested participants to mainstream benefit services (e.g., services available through Department of Social Services, Department of Health Services – Countywide Benefits Entitlement Service Team (CBEST), Department of Mental Health, Department of Public Health - Substance Abuse Prevention and Control (SAPC)).

LENGTH OF ENROLLMENT

24. Contractor must strive to assist participants in moving out of (Crisis/Bridge) Housing for Adult Programs and into permanent housing as quickly as possible. CES strives for all Crisis and Bridge Housing programs to have a 90-day participant exit rate, however when that is not possible, the total length of stay can and should be individually determined, based on the participants' needs. To remain eligible, progress and engagement towards housing goals must be documented and reviewed when a participant is approaching an initial 90-day length of stay and, so long as participant stays in the program, every 90 days after.

EXITING PARTICIPANTS

25. Contractor must develop and document clear Policies and Procedures regarding allowable reasons and procedures for exiting participants from the (Crisis/Bridge) Housing for Adult Programs Program.
26. The following are reasons for which a participant must be exited from the (Crisis/Bridge) Housing for Adult Programs program:
- 26.1. Participant successfully secures permanent housing.
 - 26.2. Reunification services are utilized or the participant self-resolves their housing crisis.
 - 26.3. Participant relocates outside of Los Angeles County.
 - 26.4. Participant is enrolled in another Interim Housing program (Crisis, Bridge, Recuperative Care, Stabilization, etc.) or Transitional Housing Program.
 - 26.5. Participant's actions or behaviors are deemed to pose a serious or imminent risk to the safety of the contractor's staff or other participants.
 - 26.6. Participant will be hospitalized or incarcerated for seven (7) consecutive days or more.
27. If the participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll into (Crisis/Bridge) Housing for Adult Programs.
28. Contractor must not exit a Participant from (Crisis/Bridge) Housing for Adult Programs for the following reasons:
- 28.1. Active substance use
 - 28.2. Failure to have an income
 - 28.3. Active health issues
 - 28.4. Mental health conditions
 - 28.5. Failure to abide by personal budget
 - 28.6. Medication non-compliance
29. As an interim housing program, it is anticipated that participants will stay in the program most nights; however, there may be circumstances in which a participant works overnight and sleeps during the day, or where participants have an alternate place to stay on some nights. If participants are not staying in the program regularly and have not notified the Contractor of their absence for three or more consecutive days/nights, Contractors must make at least three attempts to contact the participant prior to exiting them from the program. Attempts must be made using at least two (2) different methods (e.g., calls, texts, e-mail).
- 29.1. Contractors are encouraged to contact a participant emergency contact, reach out to local area hospitals, or engage in any other public entities in support of assisting a participant with maintaining their interim housing bed.

39. Collection of identification and income verification documents is recommended but not required for enrollment into the program. If participant does not have these documents at the time of program entry, Contractor must assist participant with obtaining them. Once obtained, copies of these documents must be kept in the participant's file.
40. Core documents for (Crisis/Bridge) Housing for Adult Programs Participant Files include the following, but are not limited to:

Document	Guidance
Participant Identification	Required - See Appendix I for details.
Program Participation Guideline Agreement	Agency created form. Must be dated and signed by the participant and Contractor and must indicate that the program site does not establish tenancy
Grievance Procedure Acknowledgement	Agency created form. Must be dated and signed by the participant and Contractor.
CES Initial Assessment	Complete in alignment with procedures developed by LAHSA.
Verification of Homelessness	Required – See Appendix I for details on eligible documentation.
Income Documents	Current proof of income must be uploaded to HMIS if it has not already been uploaded. If proof of income is outdated or not currently available, the participant should complete Form 1087 - Self Declaration of Income/ No Income Form and the form should be uploaded to HMIS.
Housing and Services Plan	Optional - Use LAHSA-approved form and track the date the Housing and Services Plan was completed in HMIS
Monthly Update Form	Use LAHSA-approved form or document using HMIS case notes.
Budget Tool	Optional, use as needed
Case Notes	Required- Enter into HMIS
Flexible Financial Assistance Documentation	If Applicable
Exit Summary Form	Required- Use the LAHSA-approved forms, including Reunification Certification Form and Transportation Assistance Request Form if applicable.

FACILITIES AND OPERATIONS

41. **Harm Reduction and Trauma Informed Program Design:** These principles shall be incorporated into all aspects of the program's facility. Core design components are listed below.
- 41.1. Creating trauma-informed programs requires continual review of policies to see what works and what may be re-traumatizing to trauma survivors. Contractor must have a regular review of policies to update practices and guidelines to make them as relevant as possible to the participants being served.
 - 41.2. Contractor must train all staff in the administering of Narcan and must have a Narcan supply on site to support participants that may be in an emergency overdose situation.
 - 41.3. Contractor must utilize the Trauma-Informed Organizational Toolkit to self-assess its program and facility for fidelity to the trauma-informed model and to develop aligned policies and procedures. (Trauma-Informed Organizational Toolkit – <https://www.lahsa.org/documents?id=1691-trauma-informed-organizational-toolkit.pdf>)
 - 41.4. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.

52. Please see the LAHSA Program Standards and LAHSA Facility Standards for a detailed description of additional requirements.
53. Contractor agrees to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
54. Contractor is hereby contracted to provide the number of (Crisis/Bridge) Housing for Adult Programs beds/units and to serve the number of unduplicated participants experiencing homelessness specified in the EGMS Subaward. Contractor is also expected to meet their Key Performance Indicators (KPIs) during the contract term under this Agreement.
55. To better assist individuals be connected to (Crisis/Bridge) Housing for Adult 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. If any changes occur (point of contact, intake hours, etc.) an updated form must be submitted within seven (7) days.
56. Contractor must submit copies of all Policies and Procedures to LAHSA for approval within ten (10) business days of a site opening OR when new polices/procedures are created OR when changes are made to existing policies and procedures.
57. Policies and Procedures that must be submitted to LAHSA for approval include, but are not limited to:
 - 57.1. Participant guidelines
 - 57.2. Mental health crises and psychiatric emergencies
 - 57.3. On-site substance use and substance use-related emergencies
 - 57.4. Sale of substances on-site
 - 57.5. Conflict response and de-escalation
 - 57.6. Threats, physical altercations, and incidents of violence
 - 57.7. Participant exits (voluntary and involuntary)
 - 57.8. Re-enrollment of previously exited participants
 - 57.9. Storage, training and distribution of Narcan

PERSONNEL

Please see LAHSA program Standards.

STAFF TRAININGS

58. Contractor must abide by the list of required staff trainings outlined in the LAHSA Program Standards.

APPENDIX I. (Crisis/Bridge) Housing for Adult Programs Eligibility

<p>Homelessness Status, Continued</p>	<p>Acceptable Verification:</p> <ul style="list-style-type: none"> • <u>For individuals determined to be homeless (Category 1 or 4)</u>, homelessness status must be verified and documented using either a HMIS Client Summary Report or the LA CoC Homeless Certification Form or the LA CoC Imminent Risk of Homelessness Form (Category 2). <ul style="list-style-type: none"> ▪ <i>HMIS Client Summary Report:</i> 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. ▪ <i>LA CoC Homeless Certification Form</i> to verify homelessness status in Category 1 or 4 includes the following: Observation of Homeless Status Form-Form 2199; Third Party Verification of Homeless Status Form-Form 1444; Self-Certification of Homeless Status Form-Form 1448 • <u>For individuals determined to be at Imminent Risk of Homelessness (Category 2)</u>, Contractor is responsible for documenting the determination of the participant's imminent risk of homelessness status by using LAHSA approved <i>LA CoC Imminent Risk of Homelessness Certification Form</i>. A signed letter on agency letterhead from a Probation/Parole Officer, court employee, an individual's attorney, or a re-entry community-based organization confirming the participant is at imminent risk of homelessness is also an acceptable form of documentation. 		
<p>Geography</p>	<p>Participants must be current residents of the County of Los Angeles. If the person reports that they slept within the County of Los Angeles the night previous to assessment they would be considered a current resident of Los Angeles.</p>		
<p>Participant Identification</p>	<p>Participants are required to have a form of identification on file. 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.</p> <p>Category [A] are acceptable forms of government issued photo identification cards. If the participant does not have any of the acceptable identification cards listed in Category [A] they may provide one acceptable form of alternative photo identification in Category [B] along with one acceptable non-photo form of identification in Category [C] to meet the government issue identification requirement. A copy of a social security card is NOT required for the program.</p>		
	<p>[Category A] Government issued photo Identification Card (ID)</p> <ul style="list-style-type: none"> • State-issued DMV ID • State-issued DMV Driver's license • Passport/ Passport Card • US Military ID • Immigration Services (USCIS) ID • Visa issued by department of state • Government Issued ID 	<p>[Category B] Alternative Forms of acceptable photo Identification Card (ID)</p> <ul style="list-style-type: none"> • Student ID • Shelter ID • Employment ID • Bank/ Debit/ Credit Card • Transportation Card (METRO) • Library Card • Gym Membership Card • Warehouse Membership Card 	<p>[Category C] Alternative Forms of acceptable non-photo Identification</p> <ul style="list-style-type: none"> • Birth certificate • Utility Bill • Lease/ rental contract • School Records • Medical / Dental insurance card • Debit/ bank card • Credit card • Legal records/court documentation • Tax Identification Number/Paperwork (TIN) • Social Security card • American Automobile Association (AAA) card • American Association of Retired Persons (AARP)

APPENDIX II: Flexible Financial Assistance – Allowable Financial Assistance Purposes and Required Documentation

Financial Assistance Type	Guidance	Participant's File
Personal Identification Document Acquisition fees , such as for birth certificate, identification, and other documents needed for employment or housing	<ul style="list-style-type: none"> • Maximum allowable Flexible Financial Assistance per participant is \$200. • Payments must be made from Contractor to third party and must be documented via receipt, invoice, or bill <u>and</u> proof of purchase or payment. Payments may not be issued directly to participant. 	<ul style="list-style-type: none"> • Photocopy of receipt, invoice, or bill. • Photocopy of proof of purchase or payment. • A case note must be entered in HMIS documenting the type and amount of Flexible Financial Assistance provided, along with justification.
Public Transportation/Rideshare Expenses related to housing search, education/employment, education/employment search, Justice System or supportive services appointments		
Education Support such as class fees or supplies		
Employment Support , such as uniform, tool, driver's license fees, license/certification costs required for employment, credit counseling		
Immigration/Naturalization Fees		
Legal Fees/Fines		
Miscellaneous Housing Costs , such as application fee, credit check result fees, essential furnishings, moving costs		

#	EGMS ID	Title	Measure	Unit of Measurement	Target	Actual
1	KPI-0045	Average Nightly Bed Utilization Rate	Refer HMIS Report: [HSNG-104] Monthly Housing Report; [HSNG-108] Housing Census	Percentage (%)	95	0
2	KPI-0094	Contracted to Serve	Minimum number of people to be served Refer to HMIS Report: [GNRL-220] Program Details Report, Look at Exits spreadsheet.	Number (#)	105	0
3	KPI-0055	Exits to Permanent Housing Destination	Refer HMIS Report:[GNRL-220] Program Details Report Look at the Exits spreadsheet to see the destinations	Percentage (%)	40	0

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

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*

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, 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

**Exhibit C-2
Program Budget and Services
(Fiscal Year 2022 – 2023)
(on next page)**

Appendix 1 – Subrecipient Advance, Administration Rate, Indirect Cost Rate Table, is located at <https://www.lehsa.org/contracts>, and as may be updated from time to time in EGMS, and is incorporated herein by reference.

Agreement Number: 2021BHA26

EGMS ID Number: AD-BH-BH-028-03

Contractor Name: City of Long Beach



11/22/2022

Sites										
Site Name	Address	City	State	Zip Code	Service Planning Area	State Assembly District	Supervisory District	US Congressional District	LA City Council District	Census Tract
ABC Year Round Shelter	8847 Atlantic Ave	Long Beach	CA	90805	SPA 8	64th Assembly District	Fourth	44th Congressional District	Not Applicable	5703.05

Subcontractors									
Subcontractor Name	Address	City	State	Zip Code	DUNS	EIN	Primary Contact Name	Primary Contact Phone	Primary Contact Email
Volunteers of America Los Angeles merica	3600 Wilshire Blvd suite 1500	Los Angeles	CA	90010	72926041	961691330	Caleb Anderson	213-389-1500	canderson@voata.org

Contacts			
Authority/Role	Name	Email	Authorized Organization Representative?
	Erica Valencia-Adachi	erica.valencia-adachi@longbeach.gov	false
Chief Finance Officer; Fiscal Officer;	Nerissa Mojica	nerissa.mojica@longbeach.gov	false
Chief Program Officer; Program Officer;	Paul Duncan	paul.duncan@longbeach.gov	false
Authorized Signatory; Data (e.g. HMIS); Other;	Jessica Villalobos	jessica.villalobos@longbeach.gov	false
Data (e.g. HMIS);	Gilberto Contreras	gilberto.contreras@longbeach.gov	false





EGMS ID: FA-ST-86
Title: CoC HHAP 3 FY22-23 Interim Housing
Grantor: BCSH
Funding Source: CoC HHAP
Strategy:
Program:
SPA: .
Population:
CFDA Number:
FAIN:
Subrecipient Admin Rate %: 12
Subrecipient Indirect Cost Rate %: 0
Start Date: 03/08/2022
End Date: 06/30/2023
Allowable Advance %: 17.00
Available Balance: \$2,333,474
Subaward Allocation: \$916,680.00
Change in Funding: \$0.00
Total Budgeted Amount: \$916,680.00
Status: Funded

EGMS ID: FA-NGO-166
Title: MH E8 FY22-23 Bridge Housing All Populations





: - County CEO/ Measure H/ E8/ Exp.8/30/2023	27 : Start-up Operations	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	27 : Start-up Operations	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	28 : Acquisition	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	28 : Acquisition	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	29 : Rehabilitation	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	29 : Rehabilitation	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	30 : New Construction	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	30 : New Construction	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	31 : Leasing	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	31 : Leasing	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	32 : Rental Assistance	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	32 : Rental Assistance	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	33 : Supportive Services/Financial Services (Non-Personnel)	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	33 : Supportive Services/Financial Services (Non-Personnel)	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	34 : Supportive Services/Financial Services (Personnel)	FA-NGO-166	\$0.00
: - BCSH/ CoC HHAPI / Exp.8/30/2023	34 : Supportive Services/Financial Services (Personnel)	FA-ST-86	\$0.00
: - County CEO/ Measure H/ E8/ Exp.8/30/2023	35 : Financial Assistance	FA-NGO-166	\$0.00





KPI-0094	Contracted to Serve	Minimum number of people to be served Refer to HMIS Report: [GNRL-220] Program Details Report, Look at Exits spreadsheet.	Number (#)	105	0
KPI-0055	Exits to Permanent Housing Destination	Refer HMIS Report:[GNRL-220] Program Details Report Look at the Exits spreadsheet to see the destinations	Percentage (%)	40	0

Attachments

Forms: Complete Forms using the Edit icon

Form Name	Required	Applies To
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Supporting Documents Checklist

Description	Required	Applies To	Status	Template Link	Subrecipient Document Link
Advance Certification Form	Mandatory	Advance Request	Active	View	Not Applicable
Certificate of Occupancy	Optional	Award	Active	Not Applicable	Not Applicable
Scope of Required Services (for reference)	Optional	Award	Active	View	Not Applicable
Evidence of Required Insurance, including Form CG 20 26, naming LAHSA and Funders as additional insured	Mandatory	Award	Active	Not Applicable	Not Applicable
Evidence of Workers Compensation	Mandatory	Award	Active	Not Applicable	Not Applicable



**Exhibit F-1
Funder Terms and Conditions**

County of Los Angeles, Terms and Conditions

(on next page)

Agreement Number: 2021BHA26

EGMS ID Number: AD-BH-BH-028-03

Contractor Name: City of Long Beach

- D. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify LAHSA if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. LAHSA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LAHSA's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- E. Contractor's violation of this Section may constitute a material breach of the Agreement. In the event of a material breach, LAHSA may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future LAHSA contracts for a period of time consistent with the seriousness of the breach.

2. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

If Contractor requires additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

3. Consideration of Hiring GAIN-GROW Participants

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County, through LAHSA, will refer GAIN/GROW participants by job category to the Contractor. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

4. Contractor Responsibility and Debarment

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

5. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, located at the following internet hyperlink, <https://documents.lahsa.org/programs/contracts/2015/ExhibitV-Notice.pdf> and attached hereto and incorporated herein by reference as Exhibit F-1, Attachment 2.

6. Recycled Bond Paper

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

7. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

8. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Contractor's failure to maintain compliance with the requirements set forth in "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" subsection 9 above, shall constitute default under this Agreement. Without limiting the rights and remedies available to LAHSA under any other provision of this Agreement, Contractor's failure to cure such default within ten (10) calendar days of notice shall be grounds upon which LAHSA may terminate this Agreement and/or report Contractor to County to pursue debarment pursuant to County Code Chapter 2.206.

9. Compliance with County's Zero Tolerance Policy on Human Trafficking

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

Exhibit F, County of Los Angeles Terms & Conditions
Attachment 1
Internal Revenue Service No. 1015

<https://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$58,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/form797. Or you can go to www.irs.gov/OrderForms to order it.

**How Will My Employees Know if They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2020)
Cat. No. 32529

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

WHEREAS, the State of California, has established the Homeless Housing, Assistance and Prevention Program (HHAP or Program) pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety code. The Program was established to support homeless services through its Business, Consumer Services and Housing Agency (the "Agency").

WHEREAS, the Los Angeles Homeless Services Authority ("LAHSA") and the State of California's Agency executed the first HHAP Agreement number 20-HHAP-00100 ("HHAP 1"), executed between the Agency and LAHSA on April 30, 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, LAHSA and the State of California's Agency executed the second HHAP Agreement number 21-HHAP-00026 ("HHAP 2"), executed between the Agency and LAHSA on August 24, 2021.

WHEREAS, LAHSA and the State of California's Agency executed the third HHAP Agreement number 22-HHAP-10029 ("HHAP 3"), executed between the Agency and LAHSA on March 8, 2022.

WHEREAS, HHAP 1, HHAP 2 and HHAP 3 will be referred to collectively as HHAP Funding.

WHEREAS, the City of Los Angeles established the Homeless Housing, Assistance and Prevention Program (HHAP), funded in the Los Angeles City Housing Department (LAHD) budget by the State of California pursuant to its HHAP Program. 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, 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 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 specified in Exhibit C, Program Budget and Services;

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- 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.

3. Property or Facility Leases

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.

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.

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

**Exhibit H-1
Letter of Intent ("LOI")
Fiscal Year 2022 - 2023
Intentionally omitted**

Agreement Number: 2021BHA26

EGMS ID Number: AD-BH-BH-028-03

Contractor Name: City of Long Beach





Presenting FY22-23 Amendment 3 2021BHA26 AD-BH-BH-028-03

Final Audit Report

2022-08-19

Created:	2022-08-15
By:	Joel Brown (jobrown@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGDmRNGih44SZGySnsrLPm4Bt2729X1TG

"Presenting FY22-23 Amendment 3 2021BHA26 AD-BH-BH-028-03" History

-  Document created by Joel Brown (jobrown@lahsa.org)
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-  Document emailed to Kristina Dixon (kdixon@lahsa.org) for signature
2022-08-15 - 3:26:29 PM GMT
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-  Signer mrysman@lahsa.org entered name at signing as Molly Rysman
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-  Document e-signed by Molly Rysman (mrysman@lahsa.org)
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