

OFFICE OF THE CITY ATTORNEY  
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411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1                    SUBCONTRACT FOR CONTINUUM OF CARE - HA RENTAL ASSISTANCE

2    **36363**

3                                   THIS SUBCONTRACT FOR CONTINUUM OF CARE PROGRAM (this  
4 "Subcontract") is made and entered into, in duplicate, as of July 1, 2022, for reference  
5 purposes only, pursuant to a minute order adopted by the City Council of the City of Long  
6 Beach at its meeting on April 6, 2021, by and between MENTAL HEALTH AMERICA OF  
7 LOS ANGELES, a California nonprofit corporation ("Organization"), whose address is 200  
8 Pine Avenue, Suite 400, Long Beach, CA 90802, and the CITY OF LONG BEACH, a  
9 municipal corporation (the "City").

10                              WHEREAS, the City has received a grant from the U.S. Department of  
11 Housing and Urban Development ("HUD") called the "Continuum of Care Program" which  
12 deals with the needs of the homeless; and

13                              WHEREAS, Organization provides one or more of the following: transitional  
14 housing, permanent housing, human or social services to low-income and homeless  
15 residents; and

16                              WHEREAS, as part of the 2021 Continuum of Care Program Grant  
17 Agreement ("Grant Agreement"), the City is required to enter into subcontracts with  
18 organizations that provide housing and supportive services to the homeless and the City  
19 has selected Organization as a sub-recipient to provide supportive services and facilitate  
20 the transition of homeless persons with disabilities and their families into a stable housing  
21 environment; and

22                              WHEREAS, the City Council has authorized the City Manager to enter into a  
23 subcontract with Organization that provides program accountability by the City; and

24                              WHEREAS, City has selected Organization in accordance with City's  
25 administrative procedures using a Request for Proposals ("RFP"), incorporated herein by  
26 this reference, and City has determined that Organization and its employees are qualified,  
27 licensed, if so required, and experienced in performing these specialized services; and

28                              WHEREAS, City desires to have Organization perform these specialized

1 services, and Organization is willing and able to do so on the terms and conditions in this  
2 Agreement; and

3 WHEREAS, the City will make rental assistance payments to private  
4 landlords for units occupied by eligible persons in accordance with the terms and conditions  
5 described in the Grant Agreement;

6 NOW, THEREFORE, in consideration of the terms and conditions contained  
7 herein, the parties agree as follows:

8 Section 1. The above recitals are true and correct and the Grant  
9 Agreement is incorporated herein by this reference. Organization shall comply fully with  
10 the Grant Agreement.

11 Section 2.

12 A. Organization shall provide supportive services in conjunction  
13 with housing, outreach and assessment, transitional housing and supportive  
14 services, and permanent housing to meet the long-term needs of the homeless in  
15 accordance with all the following, which are incorporated herein by this reference:

16 (1) 24 CFR Ch. V (4-1-21 Edition) Part 578 Homeless  
17 Emergency Assistance and Rapid Transition to Housing: Continuum of  
18 Care Program

19 (2) CFR Title 2, Subtitle A, Part 200 - Uniform  
20 Administrative Requirements, Cost Principles, and Audit Requirements for  
21 Federal Awards, 1-1-21 Edition"; and

22 (3) The following exhibits, which are all attached hereto -  
23 Attachment "A" entitled "Scope of Work", Attachment "B" entitled "Budget",  
24 Attachment "C" entitled "Award Identification", Attachment "D" entitled  
25 "Health Information in Compliance with the Health Insurance Portability and  
26 Accountability Act of 1996 (HIPAA) and the Health Information Technology  
27 for Economic and Clinical Health Act (HITECH Act) Business Associate  
28 Agreement", Attachment "E" entitled "Certification Regarding Debarment",

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and Attachment "F" entitled "Certification Regarding Lobbying; and

(4) The Long Beach Continuum of Care Grants Guidelines, which has been provided separately to Organization.

B. Organization shall be responsible for adherence to all policies, procedures, rules and regulations contained in the 2021 HUD Continuum of Care NOFO (Notice of Funding Opportunity), applicable OMB Circulars, Long Beach Continuum of Care Grants Guidelines, this Subcontract and attachments A-F, the City of Long Beach Consolidated Plan, the Grant Agreement, the Request for Proposal ("RFP") if applicable or renewal application and Organization's proposal in response to the RFP, incorporated herein by this reference.

Section 3. The term of this Subcontract shall be the Operational Year beginning on July 1, 2022 and ending on June 30, 2023, including an additional 6-month post-operational period, unless sooner terminated as provided herein.

Section 4.

A. Organization shall affirmatively and aggressively use its best efforts to seek and obtain all possible outside funding, cash and/or in-kind match at the rate required by 24 CFR 578.73, and mainstream resources available to continue the services identified in this Subcontract. Further, Organization shall maintain cash reserves equivalent to three (3) months of funding necessary to provide services under this Subcontract.

B. Total disbursements made to Organization under this Subcontract by the City shall not exceed Two Thousand Nine Hundred Three Dollars (\$2,903), as payment and/or reimbursement for administrative expenses incurred in or incidental to performance hereunder. Upon execution of this Subcontract, the City shall disburse funds payable hereunder in due course of payments following receipt from Organization of billing statements in a form approved by the City showing expenditures and costs identified in Attachment "B".

C. Organization shall prepare monthly invoices and submit them

1 to the City within fifteen (15) days after the end of the month in which Organization  
2 provided services. Organization shall attach cancelled checks and other  
3 documentation supporting the charges and the amount of the required matching  
4 funds to each invoice. Failure to submit an invoice and its accompanying  
5 documentation within the 15-day period may result in late payment from the City.  
6 Submission of incorrect invoices or inadequate documentation shall result in a  
7 Disallowed Cost Report. The Disallowed Cost Report was created to provide detail  
8 to Organization for the purpose of communicating disallowed costs due to reasons  
9 of insufficient source documentation, ineligible expense, exceeded the line items,  
10 and similar reasons. In the event that an item is disallowed on the invoice,  
11 Organization will be permitted to resubmit the disallowed costs along with adequate  
12 source documentation, other eligible expenses, and the like in the next invoice. The  
13 City reserves the right to refuse payment of an invoice (a) for non-allocable or  
14 ineligible expense; or (b) for the unauthorized expense of funds requiring written  
15 approval for budget changes or modifications

16 D. No later than thirty (30) days after the completion of the  
17 Operational Year during the term of this Subcontract, Organization shall submit to  
18 the City backup documentation supporting the required Organization matching  
19 funds, and APR certified by one of Organization's officers or by its Executive  
20 Director.

21 E. The City closes its fiscal year during the months of August  
22 and September; Organization acknowledges and agrees that the City's payment of  
23 invoices will be slightly slower during that time

24 F. All reimbursement by the City is contingent upon the City's  
25 receipt of funds from HUD. The City reserves the right to refuse payment of an  
26 invoice until such time as it receives funds from HUD sufficient to cover the  
27 expenses in the invoice.

28 G. The City has the option to unilaterally amend this subcontract

1 to reflect any increase or reduction of funds based on the Continuum of Care  
2 Reallocation Policy and Procedures.

3 Section 5.

4 A. Organization's financial records relating to the performance of  
5 this Subcontract shall be kept in accordance with generally accepted accounting  
6 principles and in the manner prescribed by the City. Organization's records shall be  
7 current and complete. The City and HUD, and their respective representatives, shall  
8 have the right to examine, copy, inspect, extract from, and audit financial and other  
9 records related, directly or indirectly, to this Subcontract during Organization's  
10 normal business hours to include announced and unannounced site visits during the  
11 term of the Subcontract and thereafter. If examination of these financial and other  
12 records by the City and/or HUD reveals that Organization has not used these  
13 matching funds for the purposes and on the conditions stated in this Subcontract,  
14 then Organization covenants, agrees to and shall immediately provide alternative  
15 match for that portion of the matching funds which were improperly used. If  
16 Organization is unable to provide alternative match for that portion of the matching  
17 funds, then the City will terminate all activities of Organization under this  
18 Subcontract and pursue appropriate legal action.

19 B. In addition, Organization shall provide any information that the  
20 City Auditor and other City representatives require in order to monitor and evaluate  
21 Organization's performance hereunder. The City reserves the right to review and  
22 request copies of all documentation related, directly or indirectly, to the program  
23 funded by this Subcontract, including by way of example but not limited to, case  
24 files, program files, policies and procedures. Organization shall provide all reports,  
25 documents or information requested by the City within three (3) days after receipt of  
26 a written or oral request from a City representative, unless a longer period of time is  
27 otherwise expressly stated by the representative.

28 C. Organization shall comply with HUD's Homeless Management

1 Information System (HMIS) requirements and ensure full participation in the City's  
2 HMIS. Organizations that provide domestic violence and legal services have been  
3 permitted by HUD to use a comparable database to capture required data elements  
4 that comply with HMIS data and HUD reporting requirements.

5 D. If Organization spends Seven Hundred Fifty Thousand Dollars  
6 (\$750,000) or more in Federal funds in an Operational Year, then Organization shall  
7 submit an audit report to the City in accordance with 2 CFR Part 200.501(b) no later  
8 than thirty (30) days after receipt of the audit report from Organization's auditor or  
9 no later than nine (9) months after the end of the Operational Year, whichever is  
10 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars  
11 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited  
12 financial statement is required in accordance with 2 CFR Part 200.501 (c)(d).

13 Section 6.

14 A. Organization will maintain the confidentiality of records  
15 pertaining to any individual or family that was provided family violence prevention or  
16 treatment services through the project.

17 B. The address or location of any family violence project assisted  
18 with grant funds will not be made public, except with written authorization of the  
19 person responsible for the operation of such project.

20 C. Organization will establish policies and practices that are  
21 consistent with, and do not restrict, the exercise of rights provided by subtitle B of  
22 title VII of the Homeless Emergency Assistance and Rapid Transition to Housing  
23 (HEARTH) Act and other laws relating to the provision of educational and related  
24 services to individuals and families experiencing homelessness.

25 D. In the case of a project that provides housing or services to  
26 families, Organization will designate a staff person to be responsible for ensuring  
27 that children being served in the program are enrolled in school and connected to  
28 appropriate services in the community, including early childhood programs such as

1 Head Start, part C of the Individuals with Disabilities Education Act, and programs  
2 authorized under subtitle B of title VII of the Act.

3 E. Organization, its officers, and employees are not debarred or  
4 suspended from doing business with the Federal Government.

5 Section 7.

6 A. In the performance of this Subcontract, Organization shall not  
7 discriminate against any employee, applicant for employment or service, or  
8 subcontractor because of race, color, religion, national origin, sex, sexual  
9 orientation, gender identity, AIDS, HIV Status, AIDS related condition, age, disability  
10 or handicap. Organization shall take affirmative action to assure that applicants are  
11 employed or served, and that employees and applicants are treated during  
12 employment or services without regard to these categories. Such action shall  
13 include but not be limited to the following: employment, upgrading, demotion or  
14 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or  
15 other forms of compensation; and selection for training, including apprenticeship.

16 B. Organization shall permit access by the City or any other  
17 agency of the County, State or Federal governments to Organization's records of  
18 employment, employment advertisements, application forms and other pertinent  
19 data and records for the purpose of investigation to ascertain compliance with the  
20 fair employment practices provisions of this Subcontract.

21 Section 8.

22 A. In performing services hereunder, Organization is and shall act  
23 as an independent contractor and not as an employee, representative, or agent of  
24 the City. Organization's obligations to and authority from the City are solely as  
25 prescribed in this Subcontract. Organization expressly warrants that it will not, at  
26 any time, hold itself out or represent that Organization or any of its agents,  
27 volunteers, subscribers, members, officers or employees are in any manner officials,  
28 employees or agents of the City. Organization shall not have any authority to bind

1 the City for any purpose.

2 B. Organization acknowledges and agrees that (a) the City will not  
3 withhold taxes of any kind from Organization's compensation, (b) the City will not  
4 secure workers' compensation or pay unemployment insurance to, for or on  
5 Organization's behalf, and (c) the City will not provide, and Organization and  
6 Organization's employees are not entitled to any of the usual and customary rights,  
7 benefits or privileges of City employees.

8 Section 9. This Subcontract contemplates the personal services of  
9 Organization and Organization's employees. Organization shall not delegate its duties or  
10 assign its rights hereunder, or any interest therein or any portion thereof, without the prior  
11 written consent of the City. Any attempted assignment or delegation shall be void, and any  
12 assignee or delegate shall acquire no right or interest by reason of such attempted  
13 assignment or delegation.

14 Section 10.

15 A. Organization shall indemnify, protect and hold harmless the  
16 City, its Boards, Commissions, and their officials, employees and agents  
17 ("Indemnified Parties"), from and against any and all liability, claims, demands,  
18 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,  
19 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,  
20 out of or in connection with (1) Organization's breach or failure to comply with any  
21 of its obligations contained in this Subcontract, or (2) negligent or willful acts, errors,  
22 omissions or misrepresentations committed by Organization, its officers,  
23 employees, agents, subcontractors, or anyone under Organization's control, in the  
24 performance of work or services under this Subcontract (collectively "Claims" or  
25 individually "Claim").

26 B. In addition to Organization's duty to indemnify, Organization  
27 shall have a separate and wholly independent duty to defend Indemnified Parties at  
28 Organization's expense by legal counsel approved by City, from and against all



1 Claims, and shall continue this defense until the Claims are resolved, whether by  
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
3 breach, or the like on the part of Organization shall be required for the duty to defend  
4 to arise. City shall notify Organization of any Claim, shall tender the defense of the  
5 Claim to Organization, and shall assist Organization, as may be reasonably  
6 requested, in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was  
8 caused by the sole negligence or willful misconduct of Indemnified Parties,  
9 Organization's costs of defense and indemnity shall be (1) reimbursed in full if the  
10 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
11 percentage of willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section shall survive the expiration or  
13 termination of this Subcontract.

14 Section 11. Whether or not these services include (a) work with minors or  
15 other vulnerable groups, (b) professional work, (c) use of vehicles, and/or (d) online  
16 services. If any or all of these types of services are NOT included, the awardee would have  
17 lesser insurance requirements (which would reduce their costs without hurting the City's  
18 protections).

19 As a condition precedent to the effectiveness of this Subcontract,  
20 Organization shall procure and maintain at Organization's sole expense for the duration of  
21 the Subcontract and any extensions thereof from an insurance company that is admitted  
22 to write insurance in the State or equivalent to a minimum of A:VIII by A.M. Best Company:

23 A. PROFESSIONAL LIABILITY INSURANCE covering the  
24 profession or professions provided by the Subcontract in an amount of not less than  
25 one million dollars (\$1,000,000) per claim. If a "claims-made" policy, it must provide  
26 for an extended reporting period of not less than three (3) years. Professional liability  
27 must be deleted from the additional insured endorsement whenever your agency  
28 has a combined general professional liability policy.

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B. WORKERS COMPENSATION as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, its Boards, and their officials, employees, and agents.

C. BLANKET HONESTY BOND or CRIME INSURANCE in an amount of at least fifty percent of the amount of this Subcontract or twenty-five thousand dollars (\$25,000), whichever is greater, and that names the City of Long Beach loss payee as its interests may appear. This Section 11.C. requirement may be waived if the Subcontract is awarded on a reimbursement-only, drawn-down basis.

D. COMMERCIAL GENERAL LIABILITY INSURANCE equivalent in coverage scope to ISO form CG 00 01 11 85 or 1 O 93 in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors' liability, or products and completed operations liability, and, if minors or other vulnerable parties (e.g., disabled persons or seniors) are served as part of the scope, shall not exclude coverage for abuse and molestation. The City of Long Beach, and its Boards, commissions, officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its Boards, commissions, officials, employees, and agents. Professional liability must be deleted from the additional insured endorsement whenever the Organization has a combined general-professional liability policy.

E. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less

1 than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as  
2 applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an  
3 amount not less than Five Million Dollars (US \$5,000,000) combined single limit  
4 (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15 passengers,  
5 and in an amount not less than Ten Million Dollars (US \$10,000,000) combined  
6 single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 16 passengers  
7 or more. If Organization owns no autos, Organization may provide evidence of non-  
8 owned and fired auto insurance. This may be provided as an addition to the General  
9 Liability policy.

10 F. ELECTRONIC DATA PROCESSING LIABILITY AND  
11 CYBERSPACE/ONLINE LIABILITY INSURANCE in an amount not less than One  
12 Million Dollars (\$1,000,000) per claim covering the services provided pursuant to  
13 this Subcontract, if online services apply.

14 NOTICE OF CANCELLATION - Each insurance policy shall be  
15 endorsed to state that the coverage shall not be suspended, voided, changed or  
16 terminated except after twenty (20) days prior written notice has been given to the  
17 City. This must be unqualified and may not include the usual qualifying language  
18 ("Endeavor to" and "but failure to ... representatives.").

19 DEDUCTIBLES AND SELF-INSURED RETENTIONS - All  
20 deductibles above \$1000 or self-insured retentions shall be reported to and  
21 approved by the City's Risk Manager or designee. Any self-insurance program or  
22 self-insurance retention must be approved separately in writing by City and shall  
23 protect the City of Long Beach and its officials, employees, and agents in the same  
24 manner and to the same extent as they would have been protected had the policy  
25 or policies not contained retention provisions and shall be primary and not  
26 contributing to any other insurance or self-insurance maintained by City.

27 NO LIMITATIONS ON LIABILITY - City makes no representation that  
28 the limits or forms of coverage of insurance specified herein are adequate to cover

1 contractor's liability or obligations under the grant. Any modification or waiver of the  
2 insurance requirements herein shall be made only with the written approval of the  
3 City's Risk Manager or designee.

4 SUBCONTRACTORS TO SUBCONTRACTOR. Any subcontractors  
5 which Organization may use in the performance of this Subcontract shall be required  
6 to indemnify the City to the same extent as the Contractor and to maintain insurance  
7 in compliance with the provisions of this section.

8 OTHER. Organization shall deliver to City certificates of insurance  
9 and original endorsements for approval as to sufficiency and form prior to the start  
10 of performance hereunder. The certificates and endorsements for each insurance  
11 policy shall contain the original signature of a person authorized by that insurer to  
12 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City  
13 Risk Manager determines that "Occurrence" policies are not available in the market  
14 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for  
15 an extended reporting period of not less than three years. Such insurance as  
16 required herein shall not be deemed to limit Organization's liability relating to  
17 performance under this Subcontract. City reserves the right to require complete  
18 certified copies of all said policies at any time. Any modification or waiver of the  
19 insurance requirements herein shall be made only with the approval of City Risk  
20 Manager. The procuring of insurance shall not be construed as a limitation on  
21 liability or as full performance of the indemnification provisions of this Subcontract.

22 Section 12.

23 A. Organization certifies that, if grant funds are used for  
24 renovation or conversion of the building for which the grant funds will be used, then  
25 the building must be maintained as a shelter for or provide supportive services to  
26 homeless individuals for not less than ten (10) years nor more than fifteen (15) years  
27 according to a written determination delivered to Organization by the City, and such  
28 determination shall state when the applicable period of time shall commence and

1 terminate in accordance with 24 CFR Part 578.81.

2 B. Organization certifies that the building for which the grant funds  
3 will be used for supportive services, assessment and/or homeless prevention  
4 services shall be maintained as a shelter or provider of programs for homeless  
5 individuals during the term of this Subcontract.

6 C. Organization shall comply with all requirements of the City's  
7 Municipal Code relating to building code standards in undertaking any activities or  
8 renovations using grant funds.

9 D. Organization shall not commence services until the City's  
10 Development Services has completed an environmental review under 24 CFR  
11 Part 50, and Organization shall not commence such services until the City informs  
12 Organization of the completion and conditions of said environmental review.

13 E. Organization shall provide information, including, but not limited  
14 to, data and reports, as required by the City and HUD and as required in this  
15 Subcontract and applicable laws and regulations.

16 F. In addition to, and not in substitution for, other terms of this  
17 Subcontract regarding the provision of services or the payment of operating costs  
18 for supportive services only or housing pursuant to 24 CFR Part 578, and except as  
19 described in Section 12.G below, Organization shall not:

20 (1) Represent that it is, or may be deemed to be, a religious  
21 or denominational institution or organization or an organization operated for  
22 religious purposes that is supervised or controlled by or in connection with a  
23 religious or denominational institution or organization.

24 (2) In connection with costs of services hereunder, engage  
25 in the following conduct:

26 (a) discriminate against any employee or applicant  
27 for employment on the basis of religion;

28 (b) discriminate against any person seeking housing

1 or related supportive services only on the basis of religion and will not  
2 limit such services or give preference to persons on the basis of  
3 religion;

4 (c) provide religious instruction or counseling,  
5 conduct religious worship or services, engage in religious  
6 proselytizing, or exert other religious influence in the provision of  
7 services or the use of facilities and furnishings;

8 (3) In the portion of the facility used for housing or  
9 supportive services only assisted in whole or in part under this Subcontract  
10 or in which services are provided that are assisted under this Subcontract,  
11 contain sectarian religious symbols or decorations.

12 G. Organizations that are religious or faith-based are eligible, on  
13 the same basis as any other organization, to participate in the Continuum of Care  
14 Homeless Assistance program. However, an organization that participates in a  
15 HUD funded program shall comply with the following provisions if it is deemed to be  
16 a religious or faith-based organization.

17 (1) Organization may not engage in inherently religious  
18 activities, such as worship, religious instruction, or proselytization, as part of  
19 the programs or services funded under this Subcontract.

20 If Organization conducts such activities, the activities must be  
21 offered separately, in time or location, from the programs or services funded  
22 under this Subcontract, and participation must be voluntary for the  
23 beneficiaries of the HUD funded programs or services.

24 (2) A religious or faith-based organization will retain its  
25 independence from Federal, State, and local governments, and may continue  
26 to carry out its mission, including the definition, practice, and expression of  
27 its religious beliefs, provided that it does not use direct HUD funds to support  
28 any inherently religious activities, such as worship, religious instruction, or

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proselytization.

A religious or faith-based organization may use space in their facilities to provide HUD funded services, without removing religious art, icons, scriptures, or other religious symbols.

A religious or faith-based organization 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.

(3) A religious or faith-based organization shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(4) HUD 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.

HUD 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 Section. Where a structure is used for both eligible and inherently religious activities, HUD 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 program requirements applicable to HUD funds herein. Sanctuaries, chapels, or other rooms that a HUD funded religious Organization uses as its principal place of worship, however, are ineligible for HUD funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to 2 CFR Part 200.311(c) regulations governing real property dispositions.

H. Organization shall provide homeless individuals and/or families

1 with assistance in obtaining:

2 (1) Appropriate supportive services, including transitional  
3 housing, permanent housing, physical health treatment, mental health  
4 treatment, counseling, supervision and other services essential for achieving  
5 independent living; and

6 (2) Other Federal, State, and local private assistance  
7 available for such individuals, including mainstream resources.

8 I. Organization certifies that it will comply with all documents,  
9 policies, procedures, rules, regulations and codes identified in Sections 2 and 12 of  
10 this Subcontract and such other requirements as from time to time may be  
11 promulgated by HUD.

12 J. Organization shall execute a Certification Regarding  
13 Debarment in the form shown on Attachment "E".

14 K. Organization shall execute a Certification Regarding Lobbying  
15 in the form shown on Attachment "F".

16 Section 13. Organization certifies that it has established a Drug-Free  
17 Awareness Program in compliance with Government Code Section 8355, that it has given  
18 a copy of said Program to each employee who performs services hereunder, that  
19 compliance with the Program is a condition of employment, and that it has published a  
20 statement notifying employees that unlawful manufacture, distribution, dispensation,  
21 possession or use of a controlled substance is prohibited and action will be taken for  
22 violation.

23 Section 14. Solid Waste. Organization shall comply with the requirements  
24 of Section 6002 of the Solid Waste Disposal Act. Under Section 6002, and accompanying  
25 Environmental Protection Agency rules (40 CFR 247), Organization shall procure items  
26 that contain the highest percentage of recovered materials practicable, consistent with  
27 maintaining a satisfactory level of competition, where the purchase price of the item  
28 exceeds Ten Thousand Dollars (\$10,000) or the value of the quantity acquired in the



1 preceding fiscal year exceeded Ten Thousand Dollars (\$10,000); shall procure solid waste  
2 management services in a manner that maximizes energy and resource recovery; and shall  
3 have established an affirmative procurement program for procurement of recovered  
4 materials identified in the EPA Guidelines.

5 Section 15. The City shall facilitate the submission of all reports required by  
6 HUD based on information submitted by Organization to the City. The City shall act as the  
7 primary contact for Organization to HUD for services provided under this Subcontract. The  
8 City shall facilitate directly to HUD the submission of any information related to all financial  
9 and programmatic matters in this Subcontract, including but not limited to reimbursements  
10 of grant funds, requests for changes to Organization's budget, requests for changes to  
11 Organization's application for grant funds and requests for changes to Organization's  
12 Technical Submission.

13 Section 16. All notices given hereunder this Subcontract shall be in writing  
14 and personally delivered or deposited in the U.S. Postal Service, certified mail, return  
15 receipt requested, to the City at 1301 W. 12<sup>th</sup> Street, Long Beach, California 90813 Attn:  
16 Homeless Services Bureau Manager, and to Organization at the address first stated above.  
17 Notice shall be deemed given on the date personal delivery is made or the date shown on  
18 the return receipt, whichever is earlier. Notice of change of address shall be given in the  
19 same manner as stated for other notices.

20 Section 17. The City Manager or his/her designee is authorized to  
21 administer this Subcontract and all related matters, and any decision of the City Manager  
22 or his/her designee in connection with this Subcontract shall be final.

23 Section 18. Organization shall have the right to terminate this Subcontract  
24 at any time for any reason or no reason by giving one-hundred eighty (180) days prior  
25 notice of termination to the City, and the City shall have the right to terminate all or any part  
26 of this Subcontract at any time for any reason or no reason by giving five (5) days prior  
27 notice to Organization. If either party terminates this Subcontract, all funds held by  
28 Organization under this Subcontract which have not been spent on the date of termination

1 shall be returned to the City.

2           Section 19. This Subcontract, including all exhibits and attachments hereto,  
3 constitutes the entire understanding of the parties and supersedes all other agreements,  
4 oral or written, with respect to the subject matter herein.

5           Section 20. This Subcontract shall not be amended, nor any provision or  
6 breach hereof waived, except in writing by the parties that expressly refers to this  
7 Subcontract.

8           Section 21. The acceptance of any service or payment of any money by the  
9 City shall not operate as a waiver of any provision of this Subcontract, or of any right to  
10 damages or indemnity stated herein. The waiver of any breach of this Subcontract shall  
11 not constitute a waiver of any other or subsequent breach of this Subcontract.

12           Section 22. This Subcontract shall be governed by and construed pursuant  
13 to the laws of the State of California, without regard to conflicts of law principles.

14           Section 23. In the event of any conflict or ambiguity between this  
15 Subcontract and one or more attachments, the provisions of this Subcontract shall govern.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

MENTAL HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation

8/5, 2022

By [Signature]  
Name Christopher Miller Ph.D.  
Title President + CEO

\_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Organization"

CITY OF LONG BEACH, a municipal corporation

September 6, 2022

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Subcontract is approved as to form on Aug. 30th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# ATTACHMENT A

**City of Long Beach  
2021 Continuum of Care (CoC) Program  
Scope of Work**

|  |                                       |
|--|---------------------------------------|
| <b>Agency:</b> <u>Mental Health America of Los Angeles</u>                       | <b>Project Name:</b> <u>SPC 05 CH</u> |
| <b>HUD Grant:</b> <u>CA0932U9D062112</u>   | <b>CLB Contract:</b> <u>PENDING</u>   |
| <b>Primary Place of Performance:</b> <u>530 Elm Avenue, Long Beach, CA 90802</u> |                                       |

**Project Description:** SPC 05CH is a 9 bed/unit PSH project for individuals who meet the definition of CH. SPC 05CH admits people who identify as LGBT, substance users, people with criminal backgrounds including those on probation, people with no/limited resources, people w/ no or poor rental history, and targets people with severe and persistent mental health needs who need ongoing supportive services to remain in housing. The 2020 Homeless Count identified 2,034 homeless people in LB, 1,582 unsheltered. SPC 05CH addresses housing and supportive services needs through the provision of housing and Intensive Case Management Services. Case managers conduct a comprehensive assessment and partner with the participant to develop an Individualized Service Plan. Case managers directly provide housing search and stabilization services, life skills training, budgeting, employment services, public benefits assistance. For services not directly provided, case managers refer for services including, substance use, legal, physical health, and employment services. SPC 05CH implements Housing First. The project coordinates with the LB CES for referrals into the project as well as the Housing Authority for vouchers. The project coordinates services with the County's DMH, Dept. of Health, substance abuse providers, employment assistance providers, etc. The population is high need requiring special training and interventions to successfully move from the street to housing. MHALA has the expertise and commitment to provide this support. Without CoC support this project would close.

The project will be measured with the following performance objectives:

- 1) No. of persons served;
- 2) % of participants exiting to permanent housing;
- 3) No. of persons exiting with unknown destination;
- 4) Occupancy Rate;
- 5) No. of persons exiting with no financial resources;
- 6) Length of time between client's project start date and move-in date;
- 7) % of persons exiting back into homelessness;
- 8) % of participants who maintain or increase total income (earned plus benefits);
- 9) Cost effectiveness;
- 10) Retention rate

**Housing Type:**

| Housing Type         | Units | Beds | CH Ded. Beds | Ded. Plus Beds |
|----------------------|-------|------|--------------|----------------|
| Clustered Apartments | 9     | 9    | 9            | 0              |

**Program Participants - Households:**

| Households                          | Households with at Least One Adult and One Child | Adult Households without Children | Households with Only Children | Total |
|-------------------------------------|--|-----------------------------------|-------------------------------|-------|
| <b>Total Number of Households</b>   | 0  | 9                                 | 0                             | 9     |
| Characteristics                     | Households with at Least One Adult and One Child | Adult Households without Children | Households with Only Children | Total |
| Persons Over age 24                 | 0  | 9                                 |                               | 9     |
| Persons Ages 18-24                  | 0  | 0                                 |                               | 0     |
| Accompanied Children Under Age 18   | 0  |                                   | 0                             | 0     |
| Unaccompanied Children Under Age 18 |  |                                   | 0                             | 0     |
| <b>Total Persons</b>                | 0  | 9                                 | 0                             | 9     |

 initial

ATTACHMENT A

| PERFORMANCE MEASURES  | Program Components / Project Types |                      |                                |                        |                      |                                    |                       |
|---|------------------------------------|----------------------|--------------------------------|------------------------|----------------------|------------------------------------|-----------------------|
|   | Homeless Prevention (HP)           | Street Outreach (SO) | Supportive Services Only (SSO) | Emergency Shelter (ES) | Transitional Housing | Permanent Supportive Housing (PSH) | Rapid Rehousing (RRH) |
| Number of Persons Served  | X                                  | X                    | X                              | X                      | X                    | X                                  | X                     |
| Percent of Participants Exiting to Permanent Housing  | X                                  |                      |                                | X                      | X                    | X                                  | X                     |
| Percent of Participants Remaining in Permanent Housing and Did Not Enter Crisis Housing Within 6 Months | X                                  |                      |                                |                        |                      |                                    |                       |
| Percent of Participants Exiting with Some Increase in Total Income (Earned Plus Benefits)               | X                                  |                      | X                              |                        | X                    |                                    | X                     |
| Number of Persons Contacted   |                                    | X                    |                                |                        |                      |                                    |                       |
| Number of Persons Engaged   |                                    | X                    |                                |                        |                      |                                    |                       |
| Exits from Unsheltered Location to Interim or Permanent Housing (Positive Outcome)                      |                                    | X                    |                                |                        |                      |                                    |                       |
| Persons who Increase Non-Earned Income  |                                    |                      | X                              |                        |                      |                                    |                       |
| Number of Persons Screened or Assessed Annually   |                                    |                      | X                              |                        |                      |                                    |                       |
| Number of Persons Exiting with Unknown Destination  | X                                  | X                    | X                              | X                      | X                    | X                                  | X                     |
| Number of Persons who were Referred Annually  |                                    |                      | X                              |                        |                      |                                    |                       |
| Number of Successful Referrals Annually   |                                    |                      | X                              |                        |                      |                                    |                       |
| Length of Time Person Remains in Project  |                                    |                      |                                | X                      | X                    |                                    |                       |
| Occupancy Rate  |                                    |                      |                                | X                      | X                    | X                                  | X                     |
| Number of Persons Exiting with No Financial Resources   |                                    |                      |                                |                        | X                    | X                                  | X                     |
| Length of Time Between Client's Project Start Date and Move-In Date                                     |                                    |                      |                                |                        |                      | X                                  | X                     |
| Percent of Persons Exiting Back into Homelessness   |                                    |                      |                                |                        |                      | X                                  |                       |
| Percent of Participants who Maintain or Increase Total Income (Earned Plus Benefits)                    |                                    |                      |                                |                        |                      | X                                  |                       |
| Cost Effectiveness  | X                                  | X                    | X                              | X                      | X                    | X                                  | X                     |
| Retention Rate (6 Months or More)   |                                    |                      |                                |                        |                      | X                                  |                       |

| CITY OF LONG BEACH   |                                |         |   |                  |
|--|--------------------------------|---------|---|------------------|
| 2021 Continuum of Care (CoC) Program   |                                |         |   |                  |
| Project Budget for Mental Health America of Los Angeles Project Name: <u>SPC 05 CH</u> |                                |         |   |                  |
| HUD Contract # <u>CA0932U9D062112</u> City Contract # x                                |                                |         |   |                  |
| Operational Period from 07/01/2022 to 06/30/2023 (12 months)                           |                                |         |   |                  |
| Component Type:  | SRA                            |         |   |                  |
| County/FMR Area:   | Los Angeles County, California |         |   |                  |
| Size of Units  | # of Units                     | FMR     | # of Months   | Total Budget     |
| SRD  |                                |         |   | \$0              |
| 0 Bedroom  | 9                              | \$1,384 | 12  | \$149,472        |
| 1 Bedroom  |                                |         |   | \$0              |
| 2 Bedrooms   |                                |         |   | \$0              |
| 3 Bedrooms   |                                |         |   | \$0              |
| 4 Bedrooms   |                                |         |   | \$0              |
| 5 Bedrooms   |                                |         |   | \$0              |
| 6+ Bedrooms  |                                |         |   | \$0              |
| <b>Total</b>   | <b>9</b>                       |         |   | <b>\$149,472</b> |
|  |                                |         | Project administrative costs (3%) =   | \$2,903          |
|  |                                |         | AGENCY MATCH [Subrecipients required match (Cash or In-Kind). Total Activities - 25%] = | \$37,368         |
|  |                                |         | <b>TOTAL CITY OF LONG BEACH CONTRACT [Project Administrative Costs] =</b>               | <b>\$2,903</b>   |

*CR* initial

ATTACHMENT C

Award & Subaward Identification Information

|  |  |
|--|--|
| Subrecipient Name  | Mental Health America of Los Angeles   |
| Subrecipient's Unique Entity Identifier                          | 066684994-0000   |
| Subrecipient California Entity Identification Number             | C0509985   |
| Federal Award Identification Number (FAIN) / Funder Award Number | Program # CA9999U9D062108<br>Project # CA0932U9D062011   |
| Federal / Funder Award Date                                      | June 8, 2022   |
| Subaward Period of Performance Start and End Date                | July 1, 2022 – June 30, 2023   |
| Amount of Federal Funds Obligated by this Action                 | \$2,903  |
| Total Amount of Federal Funds Obligated to the Subrecipient      | \$2,903  |
| Total Amount of the Federal Award committed to the Subrecipient  | \$2,903  |
| Federal award project description                                | See Attachment A.  |
| Name of Federal Awarding Agency / Funder                         | U.S. Department of Housing and Urban Development<br>Office of Community Planning and Development   |
| Name of Pass-Through Entity                                      | City of Long Beach, Department of Health & Human Services  |
| Awarding Official of the Pass-Through Entity                     | Thomas B. Modica, City Manager<br>C/O Kelly Colopy, Health and Human Services Department<br>Director<br>City of Long Beach, Department of Health & Human Services<br>Multi-Service Center<br>1301 W. 12 <sup>th</sup> Street<br>Long Beach, CA 90813 |
| CFDA Number and Name (Applicable to Federal Awards Only)         | 14.267 – Continuum of Care Program   |
| Research & Development Award? (Yes or No)                        | No   |
| Indirect Cost Rate   | no   |

CM initial



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

## Health Information In Compliance With the Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act)

### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered as of July 1, 2022 by and between Mental Health America of Los Angeles, a California Non-profit [~~corporation, partnership, dba,~~ whose business address is 200 Pine Avenue, Suite 400, Long Beach, CA 90802 (hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as "City" or "Covered Entity").

WHEREAS, the City, a municipal corporation under the laws of the State of California, is a single legal entity which has various departments, including a Department of Health and Human Services that provides a multitude of health care and related services, and other departments that may have access to and use individually identifiable health information, such as human resources, a parks, recreation and marine department, a technology department, a fire department with ambulance services, and a police department; and

WHEREAS, in the course of providing health care, related and other services, the City obtains and may share amongst the various City departments protected health information; and

WHEREAS, Business Associate performs particular duties, functions, activities, or services for, or on behalf of the City; and

WHEREAS, Business Associate receives, has access to or creates protected health information in order to perform such duties, functions, activities or services; and

WHEREAS, the City and Business Associate intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

NOW, THEREFORE, in consideration of the mutual terms covenants, and conditions in this Agreement, the parties agree as follows:



1. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, including the Privacy Rule and the Security Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations, and under the HITECH Act.
2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.
  - A. Non-disclosure. Business Associate agrees to not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
  - B. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Regulations.
  - C. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
  - D. Notice of Use or Disclosure, Security Incident or Breach. Business Associate agrees to notify the designated privacy official of the Covered Entity of any use or disclosure of protected health information by Business Associate not permitted by this Agreement, any security incident involving electronic protected health information, and any breach of unsecured protected health information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach.
    1. Business Associate shall provide the following information in such notice to Covered Entity:
      - (a) The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;
      - (b) A description of the nature of the breach including the types of unsecured protected health information that were involved, the date of the breach and the date of discovery;
      - (c) A description of the type of unsecured protected health information acquired, accessed, used or disclosed in the breach (e.g., full name, social security number, date of birth, etc.);
      - (d) The identity of the person who made and who received

- (if known) the unauthorized acquisition, access, use or disclosure;
- (e) A description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
  - (f) Any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured protected health information has been breached and steps such individuals should take to protect themselves.
2. Covered Entity shall be responsible for providing notification to individuals whose unsecured protected health information has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
  3. Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
  4. The parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic public health information.
- E. Reporting of disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
- F. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- G. Availability of Information to City. Business Associate agrees to provide prompt access to protected health information in a designated record set to Covered Entity or, as directed by Covered Entity, to an individual upon Covered Entity's request in order to meet the requirements under 45 CFR § 164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- H. Amendment of Protected Health Information. Business Associate agrees to promptly make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual.
- I. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, covered entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of the Secretary determining the Business Associate's compliance with the Privacy Rule.
- J. Reporting of Disclosures. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
- K. Availability of Information to Covered Entity. Business Associate agrees to promptly provide to Covered Entity or an individual information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The specific use and disclosure provisions are as follows:

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
  - B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
  - D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).
4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.
- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
  - B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
  - C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.
5. OBLIGATIONS OF COVERED ENTITY.
- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
  - B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

- C. Notification of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.
6. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.
7. TERM AND TERMINATION.
- A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:
1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.
- C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
  2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.
- Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.
9. MISCELLANEOUS.
- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
  - B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
  - C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- D. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and the HITECH Act.
10. LAW. This Agreement shall be governed by and construed pursuant to federal law and the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Business Associate shall comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities.
11. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
12. INDEMNITY.
- A. Business Associate shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Business Associate's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Business Associate, its officers, employees, agents, subcontractors, or anyone under Business Associate's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- B. In addition to Business Associate's duty to indemnify, Business Associate shall have a separate and wholly independent duty to defend Indemnified Parties at Business Associate's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Business Associate shall be required for the duty to defend to arise. City shall notify Business Associate of any Claim, shall tender the defense of the Claim to Business Associate, and shall assist Business Associate, as may be reasonably requested, in the defense.
13. AMBIGUITY. In the event of any conflict or ambiguity in this Agreement, such ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act and California law.
14. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs, including appeals.

15. NOTICES. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Business Associate at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attention: Director, Health Department. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
16. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
17. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 12 and 14 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.
18. ADVERTISING. Business Associate shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.
19. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

Mental Health America of Los Angeles,  
(Name of Business Associate)

a California Non-profit  
(corporation, partnership, individual)

8/5, 2022

By [Signature]

Title: President + CEO

\_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF LONG BEACH, a municipal corporation

September 6, 2022

By [Signature]  
City Manager or designee

"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

The foregoing Agreement is hereby approved as to form this 30<sup>th</sup> day of August, 2022

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

## CERTIFICATION REGARDING DEBARMENT

By signing and submitting this document, the recipient of federal assistance funds is providing the certification as set out below:

1. 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 recipient of federal 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.
2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.
3. 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.
4. The recipient of Federal assistance funds agrees by submitting this document that 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 departmental or agency with which this transaction originated.
5. The recipient of Federal assistance funds further agrees by submitting this document 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.
6. A participant in a covered transaction may rely upon a certification of 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.
7. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

CERTIFICATE REGARDING DEBARMENT

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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.


8. Except for transactions authorized under Paragraph 4 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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. The 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.
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: CA0932U9D062112 Contract Agency: Mental Health America of Los Angeles

Name and Title of Authorized Representative: Christina Miller Ph.D. President CEO

  
Signature

8/5/2022  
Date



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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## CERTIFICATION REGARDING LOBBYING

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

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

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

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/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, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.
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 -112, "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients

CERTIFICATE REGARDING LOBBYING


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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.

Agreement Number: CA0932U9D062112 Contract Agency: Mental Health America of Los Angeles

Name and Title of Authorized Representative: Christine Miller Ph.D. President + CEO

  
Signature

8/5/2022  
Date