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SUBCONTRACT FOR CONTINUUM OF CARE

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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 LUTHERAN SOCIAL SERVICES  
7 OF SOUTHERN CALIFORNIA , a California nonprofit corporation (“Organization”), whose  
8 address is 1611 Pine Avenue, Long Beach, CA 90813, and the CITY OF LONG BEACH,  
9 a 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 of grant funds; and

20 WHEREAS, the City Council has authorized the City Manager to enter into a  
21 subcontract with Organization that provides the grant funding within a maximum amount  
22 and program accountability by the City;

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

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

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Section 2.

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

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

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

(3) The following exhibits, which are all attached hereto- Attachment "A" entitled "Scope of Work", Attachment "B" entitled "Budget", Attachment "C" entitled "Award Identification", Attachment "D" entitled "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", Attachment "E" entitled "Certification Regarding Debarment", 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.

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

4           Section 4.

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

11           B.       Total disbursements made to Organization under this Contract  
12 by the City shall not exceed Four Hundred Three Thousand, Eight Hundred Twenty-  
13 Three Dollars (\$403,823) over the term of this Subcontract. Upon execution of this  
14 Subcontract, the City shall disburse funds payable hereunder in due course of  
15 payments following receipt from Organization of billing statements in a form  
16 approved by the City showing expenditures and costs identified in Attachment "B".

17           C.       The City shall pay to Organization the amounts specified in  
18 Attachment "B" for the categories, criteria and rates established in that Attachment.  
19 Organization may, with the prior written approval of the Director of the City's  
20 Department of Health and Human Services, or his designee, make adjustments  
21 within and among the categories of expenditures in Attachment "B"; provided,  
22 however, that such adjustment(s) shall not cause the amount of the total budget  
23 stated in Attachment "B" to be exceeded.

24           D.       Organization shall prepare monthly invoices and submit them  
25 to the City within fifteen (15) days after the end of the month in which Organization  
26 provided services. Organization shall attach cancelled checks and other  
27 documentation supporting the charges and the amount of required matching funds  
28 to each invoice. Failure to submit an invoice and its accompanying documentation

1 within the 15-day period may result in late payment from the City. Submission of  
2 incorrect invoices or inadequate documentation shall result in a Disallowed Cost  
3 Report. The Disallowed Cost Report was created to provide detail to Organization  
4 for the purpose of communicating disallowed costs due to reasons of insufficient  
5 source documentation, ineligible expenses, exceeded line items, and similar  
6 reasons. In the event that an item is disallowed in the invoice, Organization will be  
7 permitted to resubmit the disallowed costs along with adequate source  
8 documentation, other eligible expenses, and the like in the next invoice. The City  
9 reserves the right to refuse payment of an invoice (a) for non-allocable or ineligible  
10 expenses; or (b) for the unauthorized expense of funds requiring written approval  
11 for budget changes or modifications.

12 E. Within thirty (30) days of the date of this Subcontract first stated  
13 herein, Organization shall submit to the City invoices, cancelled checks and other  
14 documentation supporting the charges incurred and required matching funds for all  
15 expenses incurred within the applicable Operational Year of this Subcontract and  
16 related to this grant of funds.

17 F. The City closes its fiscal year during the months of August and  
18 September; Organization acknowledges and agrees that the City's payment of  
19 invoices will be slightly slower during that time.

20 G. No later than thirty (30) days after the completion of the  
21 Operational Year during the term of this Subcontract, Organization shall submit to  
22 the City a final invoice and APR certified by one of Organization's officers or by its  
23 Executive Director.

24 H. If the City is unable to draw down funds from HUD for  
25 reimbursement to Organization due to failure of Organization to submit required final  
26 invoice, certified APR, or fiscal and programmatic documents within thirty (30) days  
27 after the end of the Operational Year, the City cannot guarantee payment to  
28 Organization. For this reason, failure of Organization to submit the final invoice and

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certified APR within thirty (30) days after the end of the Operational Year may result in loss of reimbursement of funds.

I. The City reserves the right to withhold payment of an invoice pending satisfactory completion of an audit, as determined by the City in its sole discretion, or Organization's cure of a breach of this Subcontract, as determined by the City in its sole discretion, after being notified of such breach by the City.

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

K. The City has the option to unilaterally amend this subcontract to reflect any increase or reduction of funds based on the Continuum of Care Reallocation Policy and Procedures.

Section 5.

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

1 the funds. Alternatively, to the extent the City has been refusing payment of any  
2 invoices, the City may continue to withhold such funds equal to the amount of  
3 improperly used grant funds, regardless of whether the funds being withheld by the  
4 City were improperly used.

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

14 C. Organization shall comply with HUD's Homeless Management  
15 Information System (HMIS) requirements and ensure full participation in the City's  
16 HMIS. Organizations that provide domestic violence and legal services have been  
17 permitted by HUD to use a comparable database to capture required data elements  
18 that comply with HMIS data and HUD reporting requirements.

19 D. If Organization spends Seven Hundred Fifty Thousand Dollars  
20 (\$750,000) or more in Federal funds in an Operational Year, then Organization shall  
21 submit an audit report to the City in accordance with 2 CFR Part 200.501 (b) no later  
22 than thirty (30) days after receipt of the audit report from Organization's auditor or  
23 no later than nine (9) months after the end of the Operational Year, whichever is  
24 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars  
25 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited  
26 financial statement is required in accordance with 2 CFR Part 200.501 (c)(d).

27 Section 6.

28 A. Organization will maintain the confidentiality of records

1           pertaining to any individual or family that was provided family violence prevention or  
2           treatment services through the project.

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

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

11                    D.       In the case of a project that provides housing or services to  
12          families, Organization will designate a staff person to be responsible for ensuring  
13          that children being served in the program are enrolled in school and connected to  
14          appropriate services in the community, including early childhood programs such as  
15          Head Start, part C of the Individuals with Disabilities Education Act, and programs  
16          authorized under subtitle B of title VII of the Act.

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

19                    Section 7.

20                    A.       In the performance of this Subcontract, Organization shall not  
21          discriminate against any employee, applicant for employment or service, or  
22          subcontractor because of race, color, religion, national origin, sex, sexual  
23          orientation, gender identity, AIDS, HIV Status, AIDS related condition, age, disability  
24          or handicap. Organization shall take affirmative action to assure that applicants are  
25          employed or served, and that employees and applicants are treated during  
26          employment or services without regard to these categories. Such action shall  
27          include but not be limited to the following: employment, upgrading, demotion or  
28          transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

1 other forms of compensation; and selection for training, including apprenticeship.

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

7 Section 8.

8 A. In performing services hereunder, Organization is and shall act  
9 as an independent contractor and not as an employee, representative, or agent of  
10 the City. Organization's obligations to and authority from the City are solely as  
11 prescribed in this Subcontract. Organization expressly warrants that it will not, at  
12 any time, hold itself out or represent that Organization or any of its agents,  
13 volunteers, subscribers, members, officers or employees are in any manner officials,  
14 employees or agents of the City. Organization shall not have any authority to bind  
15 the City for any purpose.

16 B. Organization acknowledges and agrees that (a) the City will not  
17 withhold taxes of any kind from Organization's compensation, (b) the City will not  
18 secure workers' compensation or pay unemployment insurance to, for or on  
19 Organization's behalf, and (c) the City will not provide, and Organization and  
20 Organization's employees are not entitled to any of the usual and customary rights,  
21 benefits or privileges of City employees.

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

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1 Section 10.

2 A. Organization shall indemnify, protect and hold harmless the  
3 City, its Boards, Commissions, and their officials, employees and agents  
4 (“Indemnified Parties”), from and against any and all liability, claims, demands,  
5 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,  
6 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,  
7 out of or in connection with (1) Organization’s breach or failure to comply with any  
8 of its obligations contained in this Subcontract, or (2) negligent or willful acts, errors,  
9 omissions or misrepresentations committed by Organization, its officers,  
10 employees, agents, subcontractors, or anyone under Organization’s control, in the  
11 performance of work or services under this Subcontract (collectively “Claims” or  
12 individually “Claim”).

13 B. In addition to Organization’s duty to indemnify, Organization  
14 shall have a separate and wholly independent duty to defend Indemnified Parties at  
15 Organization’s expense by legal counsel approved by City, from and against all  
16 Claims, and shall continue this defense until the Claims are resolved, whether by  
17 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
18 breach, or the like on the part of Organization shall be required for the duty to defend  
19 to arise. City shall notify Organization of any Claim, shall tender the defense of the  
20 Claim to Organization, and shall assist Organization, as may be reasonably  
21 requested, in the defense.

22 C. If a court of competent jurisdiction determines that a Claim was  
23 caused by the sole negligence or willful misconduct of Indemnified Parties,  
24 Organization’s costs of defense and indemnity shall be (1) reimbursed in full if the  
25 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
26 percentage of willful misconduct attributed by the court to the Indemnified Parties.

27 D. The provisions of this Section shall survive the expiration or  
28 termination of this Subcontract.

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

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

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

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

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

27 D. COMMERCIAL GENERAL LIABILITY INSURANCE  
28 equivalent in coverage scope to ISO form CG 00 01 11 85 or 1 O 93 in an amount

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

14 E. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

15 equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less  
16 than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as  
17 applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an  
18 amount not less than Five Million Dollars (US \$5,000,000) combined single limit  
19 (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15  
20 passengers, and in an amount not less than Ten Million Dollars (US \$10,000,000)  
21 combined single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 16  
22 passengers or more. If Organization owns no autos, Organization may provide  
23 evidence of non-owned and fired auto insurance. This may be provided as an  
24 addition to the General Liability policy.

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

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

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

NO LIMITATIONS ON LIABILITY - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor’s liability or obligations under the grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City’s Risk Manager or designee.

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

OTHER. Organization shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. “Claims-made” policies are not acceptable unless City Risk Manager determines that “Occurrence” policies are not available in the market

1 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for  
2 an extended reporting period of not less than three years. Such insurance as  
3 required herein shall not be deemed to limit Organization's liability relating to  
4 performance under this Subcontract. City reserves the right to require complete  
5 certified copies of all said policies at any time. Any modification or waiver of the  
6 insurance requirements herein shall be made only with the approval of City Risk  
7 Manager. The procuring of insurance shall not be construed as a limitation on  
8 liability or as full performance of the indemnification provisions of this Subcontract.

9 Section 12.

10 A. Organization certifies that, if grant funds are used for  
11 renovation or conversion of the building for which the grant funds will be used, then  
12 the building must be maintained as a shelter for or provide supportive services to  
13 homeless individuals for not less than ten (10) years nor more than fifteen (15) years  
14 according to a written determination delivered to Organization by the City, and such  
15 determination shall state when the applicable period of time shall commence and  
16 terminate in accordance with 24 CFR Part 578.81.

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

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

24 D. Organization shall not commence services until the City's  
25 Development Services has completed an environmental review under 24 CFR Part  
26 50, and Organization shall not commence such services until the City informs  
27 Organization of the completion and conditions of said environmental review.

28 E. Organization shall provide information, including, but not limited

1 to reports and data, as required by the City and HUD and as required in this  
2 Subcontract and applicable laws and regulations.

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

7 (1) Represent that it is, or may be deemed to be, a religious  
8 or denominational institution or organization or an organization operated for  
9 religious purposes that is supervised or controlled by or in connection with a  
10 religious or denominational institution or organization.

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

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

15 (b) discriminate against any person seeking housing  
16 or related supportive services only on the basis of religion and will not  
17 limit such services or give preference to persons on the basis of  
18 religion;

19 (c) provide religious instruction or counseling,  
20 conduct religious worship or services, engage in religious  
21 proselytizing, or exert other religious influence in the provision of  
22 services or the use of facilities and furnishings;

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

27 G. Organizations that are religious or faith-based are eligible, on  
28 the same basis as any other organization, to participate in the Continuum of Care

1 Homeless Assistance program. However, an organization that participates in a  
2 HUD funded program shall comply with the following provisions if it is deemed to be  
3 a religious or faith-based organization.

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

7 If Organization conducts such activities, the activities must be  
8 offered separately, in time or location, from the programs or services funded  
9 under this Subcontract, and participation must be voluntary for the  
10 beneficiaries of the HUD funded programs or services.

11 (2) A religious or faith-based organization will retain its  
12 independence from Federal, State, and local governments, and may continue  
13 to carry out its mission, including the definition, practice, and expression of  
14 its religious beliefs, provided that it does not use direct HUD funds to support  
15 any inherently religious activities, such as worship, religious instruction, or  
16 proselytization.

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

20 A religious or faith-based organization retains its authority over  
21 its internal governance, and it may retain religious terms in its organization's  
22 name, select its board members on a religious basis, and include religious  
23 references in its organization's mission statements and other governing  
24 documents.

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

28 (4) HUD funds may not be used for the acquisition,

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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 with assistance in obtaining:

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

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

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

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



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

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

10 Section 14. Solid Waste. Organization shall comply with the requirements  
11 of Section 6002 of the Solid Waste Disposal Act. Under Section 6002, and accompanying  
12 Environmental Protection Agency rules (40 CFR 247), Organization shall procure items  
13 that contain the highest percentage of recovered materials practicable, consistent with  
14 maintaining a satisfactory level of competition, where the purchase price of the item  
15 exceeds Ten Thousand Dollars (\$10,000) or the value of the quantity acquired in the  
16 preceding fiscal year exceeded Ten Thousand Dollars (\$10,000); shall procure solid waste  
17 management services in a manner that maximizes energy and resource recovery; and shall  
18 have established an affirmative procurement program for procurement of recovered  
19 materials identified in the EPA Guidelines.

20 Section 15. The City shall facilitate the submission of all reports required by  
21 HUD based on information submitted by Organization to the City. The City shall act as the  
22 primary contact for Organization to HUD for services provided under this Subcontract. The  
23 City shall facilitate directly to HUD the submission of any information related to all financial  
24 and programmatic matters in this Subcontract, including but not limited to reimbursements  
25 of grant funds, requests for changes to Organization's budget, requests for changes to  
26 Organization's application for grant funds and requests for changes to Organization's  
27 Technical Submission.

28 Section 16. All notices given hereunder this Subcontract shall be in writing

1 and personally delivered or deposited in the U.S. Postal Service, certified mail, return  
2 receipt requested, to the City at 1301 W. 12th Street, Long Beach, California 90813 Attn:  
3 Homeless Services Bureau Manager, and to Organization at the address first stated above.  
4 Notice shall be deemed given on the date personal delivery is made or the date shown on  
5 the return receipt, whichever is earlier. Notice of change of address shall be given in the  
6 same manner as stated for other notices.

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

10 Section 18. Organization shall have the right to terminate this Subcontract  
11 at any time for any reason or no reason by giving one-hundred eighty (180) days prior  
12 notice of termination to the City, and the City shall have the right to terminate all or any part  
13 of this Subcontract at any time for any reason or no reason by giving five (5) days prior  
14 notice to Organization. If either party terminates this Subcontract, all funds held by  
15 Organization under this Subcontract which have not been spent on the date of termination  
16 shall be returned to the City.

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

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

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

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

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

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

LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA, a California nonprofit corporation

8/9, 2022

By [Signature]  
Name A. LASHARNA BECKWITH  
Title 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 August 30th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

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

**Agency:** Lutheran Social Services of Southern California    **Project Name:** It's a New Day  
**HUD Grant:** CA1801U9D062103    **CLB Contract:** PENDING  
**Primary Place of Performance:** Scattered Site Project  
 1611 Pine Avenue, Long Beach, CA 90813

**Project Description:** Using best practices (e.g., Housing First, Harm Reduction) and participating in the LB CES, LSSSC will provide 16 HH in LB who meets HUD's DedicatedPlus definition—with scattered-site TBRA. All participants will be referred to the project through the CES. The LSSSC case manager will assist eligible households to locate and obtain housing. When housed, LSSSC will assist households to increase income through employment, training programs and mainstream entitlement benefits to help stabilize the household financial status. When necessary, LSSSC will advocate with landlords on behalf of participants to assist them with overcoming barriers such as poor credit, eviction history/criminal record. The LSSSC case manager will assist participants with a client-centered approach to aid and supportive services to each household's needs. The case manager will assess participants for mental health issues and substance use disorder. The case manager will refer participants with mental health and substance use issues to appropriate health providers. LSSSC will collaborate with CES and non-CES partners such as homeless shelters, TH programs, SSA, FQHC clinics, Medicaid/Medicare, and mainstream providers. The project will afford participants with critical needs support such as clothing, food, hygiene products and bus passes as well as with the following supportive services: entitlement benefits enrollment in cash-based (e.g., SSI/SSDI) and noncash mainstream services, housing search, counseling and advocacy.

The project will be measured with the following performance objectives: 1)  
 No. of persons served; 2) % of participants exiting to PH; 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
Scattered-site Apartments	16	24	0	24

**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>	8	8	0	16

Characteristics	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
<b>Persons Over age 24</b>	8	8		16
<b>Persons Ages 18-24</b>	0	0		0
<b>Accompanied Children Under Age 18</b>	8		0	8
<b>Unaccompanied Children Under Age 18</b>			0	0
<b>Total Persons</b>	16	8	0	24

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ATTACHMENT B

CITY OF LONG BEACH

2021 Continuum of Care (CoC) Program  
 Project Budget for Lutheran Social Services of Southern California Project Name: It's A New Day  
 HUD Contract # CA1801U9D062103 City Contract # x  
 Operational Period from 07/01/2022 to 06/30/2023 (12 months)

ELIGIBLE COSTS		AMOUNT	BUDGET SERVICE ACTIVITIES
<b>LEASED UNITS / STRUCTURE</b>			
1. Leased Units	\$ 311,896		For payment of 16 scattered-site lease units [(15) 1-bedroom; (1) 2-bedroom] for It's A New Day Program.
<b>Total Leased Units / Structure</b>	<b>\$ 311,896</b>		<b>Total Leased Units / Structure</b>
<b>SUPPORTIVE SERVICES</b>			
1. CM - Case Manager/Housing Navigator - 1.0 FTE	\$ 73,000		Provide case management services, assessment, development of Independent Service plans, follow-up, and related needs. Assist in developing and implementing appropriate treatment plans, including housing stabilization. Reviews assigned cases in all aspects and accompanies clients to courts or social service providers. Payment for salaries & benefits.
2. OC - Utility Deposits	\$ -		For payment of utilities gas and electric for 16 lease units (25 households).
3. OC - Program Supplies	\$ 8,250		For payment of office and program supplies - paper, ink, stationery, folders, etc, and client needs.
<b>TOTAL SUPPORTIVE SERVICES</b>	<b>\$ 81,250</b>		<b>Total Program Budget for Supportive Services</b>
<b>TOTAL Supportive Services (Activities Request)</b>	<b>\$ 65,000</b>		<b>Total Supportive Services (Activities Request) Available for Reimbursement 80%.</b>
<b>HMIS</b>			
1. Equipment	\$ 1,875		For purchase of personal computer, software, and IT setup for HMIS data collection.
2. Personnel (Administrative Support Staff)	\$ 18,253		For payment of 0.30 FTE HMIS administrative staff/Data Entry Specialist staff. (Salaries & Benefits)
<b>TOTAL HMIS</b>	<b>\$ 20,128</b>		<b>Total Program Budget for HMIS</b>
<b>TOTAL HMIS (Activities Request)</b>	<b>\$ 16,102</b>		<b>Total HMIS (Activities Request) Available for Reimbursement 80%.</b>
1. Project administrative costs	\$ 10,825		For project administration of grant (3%=\$10,825; City of Long Beach 4%=\$14,433).
<b>AGENCY MATCH (CASH or IN-KIND)</b>	<b>\$ 22,982</b>		<b>Subrecipients required match (Cash or In-Kind) except Leasing. [(Total Activities + Admin - Leasing) x 25%].</b>
<b>TOTAL CITY OF LONG BEACH CONTRACT</b>	<b>\$ 403,823</b>		<b>Leased Units/Structure, Supportive Services, HMIS, and Project administrative costs.</b>

LB CoC FY 21\_F

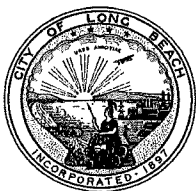
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PERFORMANCE MEASURES	Program Components / Project Types							
	Homeless Prevention (HP)	Street Outreach (SO)	Supportive Services Only (SSO)	Emergency Shelter (ES)	Transitional Housing	Permanent Supportive Housing (PSH)	Rapid Rehousing (RRH)	
Number of Persons Served	X	X	X	X	X	X	X	X
Percent of Participants Exiting to Permanent Housing	X			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	X
Number of Persons Exiting with No Financial Resources					X	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		X
Cost Effectiveness	X	X	X	X	X	X	X	X
Retention Rate (6 Months or More)						X		X

## Award &amp; Subaward Identification Information

Subrecipient Name	Lutheran Social Services of Southern California
Subrecipient's Unique Entity Identifier	198953929-0000
Subrecipient California Entity Identification Number	C0204213
Federal Award Identification Number (FAIN) / Funder Award Number	Program # CA9999U9D062108 Project # CA1801U9D062002
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	\$403,823
Total Amount of Federal Funds Obligated to the Subrecipient	\$403,823
Total Amount of the Federal Award committed to the Subrecipient	\$403,823
Federal award project description	See Attachment A.
Name of Federal Awarding Agency / Funder	U.S. Department of Housing and Urban Development 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 C/O Kelly Colopy, Health and Human Services Department Director City of Long Beach, Department of Health & Human Services Multi-Service Center 1301 W. 12 <sup>th</sup> Street 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

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# 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, 20 22 by and between Lutheran Social Services of Southern California, a California Non-profit [corporation, partnership, dba], whose business address is 1611 Pine Avenue, Long Beach, CA 90813 (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.

Lutheran Social Services of So. Cali.,  
(Name of Business Associate)

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

8/9, 2022

By [Signature]

Title: CEO

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

By [Signature]

Title: CEO

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

Page 2

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.

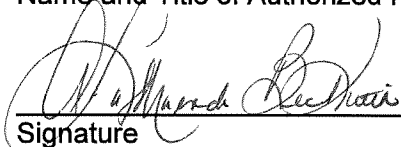
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition 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: CA1801U9D062103 Contract Agency: Lutheran Social Services of So. Cali.

Name and Title of Authorized Representative: A. LASHARADA BECKWITH / CEO

  
Signature

9 August 2022  
Date



# 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 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 -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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

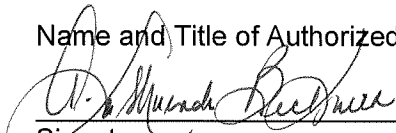
Page 2

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: CA1801U9D062103 Contract Agency: Lutheran Social Services of So. Cali.

Name and Title of Authorized Representative: A. LASHARANDA BECKWITH / CEO

  
Signature

9 August 2022  
Date