

35696

LOS ANGELES HOMELESS SERVICES AUTHORITY

2020 – 2021 CITY CONTINUUM OF CARE PROGRAM AGREEMENT

**Contractor:** City of Long Beach  
**Agreement Number:** 2020CNGFH239  
**Procurement Title:** Homeless Initiative  
**Project:** Long Beach Continuum of Care  
**Funding Sources:** County Measure H Special Funds  
**Contract Amount:** \$ 904,615  
**This Funding Term:** July 1, 2020 to October 31, 2020  
**Contract Term:** July 1, 2020 to June 30, 2021

**CFDA:** None

**DUNS:** 07-5295832

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Exhibit X*	LAHSA Contractor's Accounting Handbook
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- Exhibit Z\* Safely Surrendered Baby Law
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- Exhibit BB Zero Tolerance Policy on Human Trafficking
- Exhibit CC Certification of Compliance with Data Security
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- Exhibit FF\* LAHSA Facility Standards
- Exhibit GG\* LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy
- Exhibit HH\* Fraud Hotline Fact Sheet
- Exhibit II\* Fraud Hotline Poster
- Exhibit JJ Federal Provisions – COVID-19

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

## AGREEMENT

35696

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

## R E C I T A L S

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

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

**WHEREAS**, in January of 2020, the World Health Organization ("WHO") declared the outbreak of respiratory illness due to a novel coronavirus, a disease now known as "COVID-19", a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic;

**WHEREAS**, on March 13, 2020, the President of the United States ("POTUS") declared the COVID-19 pandemic a national emergency (the "US COVID-19 Emergency Declaration") pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act") thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency;

**WHEREAS**, LAHSA has entered into Agreement Number 20-HCFC-00100 for the reduction of the spread of COVID-19 in homeless populations and the provision of safe beds for people experiencing homelessness;

**WHEREAS**, LAHSA has received and entered into an Operating Agreement with the County of Los Angeles funded with General Funds and Measure H Funds for the provision of shelter and services to address homelessness in the County of Los Angeles;

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

**WHEREAS**, certain emergency response, and recovery work that stems from an emergency or catastrophic incident, such as a pandemic, may be beyond the capabilities of LAHSA's workforce and may also require acquisition of goods on an emergency or exigent basis;

**WHEREAS**, COVID-19 poses a unique health and public safety concern and LAHSA desires to contract with Contractor to provide various services as described in this Agreement as part of LAHSA's response to the COVID-19 affecting people of the County of Los Angeles;

**WHEREAS**, on June 13, 2017, the Los Angeles County Board of Supervisors approved Measure H recommendations allocating funding to LAHSA to be used to implement the Homeless Strategies that LAHSA is tasked with leading;

**WHEREAS**, authorizing the execution of the sub-recipient agreement described in the attachment would enable LAHSA to support the Cities of Glendale, Pasadena and Long Beach in implementing Homeless Strategies A5: Homeless Prevention Program; B3: Subsidize Housing - Partner with Cities to Expand Rapid Rehousing; E6: Countywide Street Outreach; and E7: Strengthen the Coordinated Entry System;

**WHEREAS**, direct administration by the smaller CoCs of their proportionate share of Measure H funding for certain strategies (or parts of strategies) would maximize positive outcomes and system effectiveness;

**WHEREAS**, Long Beach Continuum of Care (CoC) will implement Homeless Initiative strategies adopted by the County Board of Supervisors to combat homelessness in Los Angeles County;

**WHEREAS**, The Original Agreement to 2017CNGFH171 was executed on June 14, 2018;

**WHEREAS**, Agreement Number 2017CNGFH171 covers FY 17-18, FY 18-19 and FY 19-20;

**WHEREAS**, for administrative purposes, the FY 20-21 funding allocation is being bifurcated from 2017CNGFH171 into this new Agreement Number 2020CNGFH239;

**WHEREAS**, LAHSA has allocated County of Los Angeles Measure H Funds in the amount of nine hundred four thousand six hundred fifteen dollars and no cents (\$904,615.00) for the term of July 1, 2020 to October 31, 2020;

**WHEREAS**, Contractor acknowledges that this is a pro-rated funding for Fiscal Year 2020-2021 with a contract term of July 1, 2020 to June 30, 2021 subject to the availability of funds each fiscal year;

**WHEREAS**, Contractor certifies that it is a qualified and experienced housing and social service organization which enhances services to homeless populations and in receiving funds under this Agreement shall continue enhancing the homeless supportive services system in the County of Los Angeles;

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

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the Parties agree as follows:

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1. DEFINITIONS

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

- A. "Agency" means 1) public agencies; 2) private, independent organizations, including, but not limited to, for-profit and nonprofit corporations; and 3) joint ventures or partnerships of any of these entities.
- B. "Agreement" means this Agreement entered into between LAHSA and Contractor which sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- C. "At Risk of Homelessness"
1. An individual or family who:
    - i. Has an annual income below 50% percent of median family income for the area, as determined by HUD;
    - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition; and
    - iii. Meets one of the following conditions:
      - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; or
      - b. Is living in the home of another because of economic hardship; or
      - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
      - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals; or
      - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room, as defined by the U.S. Census Bureau; or
      - f. Is exiting a publicly funded institution, or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
      - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient's approved consolidated plan;

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

- I. "Coordinated Entry System (CES)" means a comprehensive community-based system comprised of a network of homeless service providers that is used to assess homeless individuals for other service needs that may contribute to the individual's success of securing adequate housing.
- J. "County" means the County of Los Angeles, a body corporate and politic and political subdivision of the State of California.
- K. "COVID-19" means the respiratory illness due to a novel coronavirus, SARS-CoV-2, commonly known as COVID-19.
- L. "COVID-19 Funding" means funding provided by the State of California pursuant to Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001 for the purpose of supporting CoCs, Counties and Cities to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. This funding is provided by the Homeless Coordinating and Financing Council "HCFC".
- M. "Crisis Housing" means short term, 24-hour emergency shelter for participants who are homeless or at imminent risk of becoming homeless.
- N. "Developmental Disability"

As defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002):

- 1. A severe, chronic disability of an individual that:
  - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - ii. Is manifested before the individual attains age 22;
  - iii. Is likely to continue indefinitely;
  - iv. Results in substantial functional limitations in three or more of the following areas of major life activity:
    - a. Self-care;
    - b. Receptive and expressive language;
    - c. Learning;
    - d. Mobility;
    - e. Self-direction;
    - f. Capacity for independent living;
    - g. Economic self-sufficiency; and
  - v. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
- 2. An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of "developmental disability" in this Section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

P. "Disability"

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

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

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

S. "FEMA" means Federal Emergency Management Agency.

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

U. "HOMELESS" means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
  - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. An individual or family who will imminently lose their primary nighttime residence, provided that:

- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
    - ii. No subsequent residence has been identified; and
    - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
  - 3. Unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless under this definition but who:
    - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a); and
      - Must also:
        - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
        - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
        - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
  - 4. Any individual or family who is fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
    - i. Has no other residence; and
    - ii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- W. "Host" means a Los Angeles County resident who owns or is renting housing in the community; has adequate space to host a participant; is willing to provide housing for participants without receiving rent, utility or other payments; and is willing and able to meet the Host Participation Requirements.
- X. "Host Home" means a category of Interim Housing that matches eligible participants with a room or shared room in scattered site housing. This program provides housing and supportive services to participants by placing them in homes that are owned or rented by community residents ("hosts") who also live in the housing unit.

- Y. "Interim Housing" means Crisis, Bridge, and Transitional Housing and Host Homes for persons or families experiencing homelessness.
- Z. "LAHSA" means the Los Angeles Homeless Services Authority a joint powers authority of the City and County of Los Angeles.
- AA. "Nonexpendable Property" means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit. Nonexpendable property shall include tangible personal property, including but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property.
- BB. "Permanent Housing" is community-based housing without a designated length of stay and includes both permanent supportive housing and rapid rehousing. To be considered permanent housing the family must be the tenant on a lease, which is renewable for terms that are a minimum of one month long and is terminable only for cause.
- CC. "Prevention" means short term assistance for low-income participants who are imminently at-risk of homelessness to resolve a crisis that would otherwise lead to a loss of housing. Prevention activities most commonly include: Short-term financial assistance; conflict mediation and/or resolution with landlords and/or property managers; housing stabilization planning; and legal assistance.
- DD. "Program" means the operation of a facility and the provision of shelter and supportive services to homeless persons .
- EE. "Program Close Out" means the participant placement process the Contractor must undertake in the event that the Program will not be continued to ensure that participants currently housed in the Program are transitioned to appropriate forms of housing in order to ensure that they do not become homeless as a result of the Program closing.
- FF. "Program Costs" means any and all costs, fees or expenses in connection with the operations of the Program.
- GG. "Program Participant" means an individual or family experiencing homelessness who are served under this Agreement.
- HH. "Rapid Re-Housing" means a category within Permanent Housing. Rapid Re-housing connects families, individuals, and youth experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. Rapid re-housing programs help families, individuals and youth living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing. Rapid Re-housing seeks to: reduce the amount of time households experience homelessness; avoid near-term returns to homelessness; and link households to community resources that enable them to achieve housing stability in the long-term. Rapid re-housing is an important component of a community's response to homelessness. A fundamental goal of rapid re-housing is to reduce the amount of time a person is homeless by rapidly providing stable and safe housing.
- II. "State" means State of California, a political, geographic sub-division of sovereign federal union of the United States of America.

JJ. "Supportive Services Only" means programs, which provide services to meet the needs of homeless individuals and families in their transition from homelessness to stable housing. Supportive Services Only programs shall only serve clients housed in either emergency shelter or transitional housing.

KK. "TAY" means transition age youth, who are persons aged 16-24.

LL. "Transitional Housing" is a type of housing that facilitates the movement of homeless individuals and families to permanent housing. Homeless persons in transitional housing may receive supportive services such as childcare, job training and home furnishings that help them live more independently.

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

2. PARTIES

The parties to this Agreement are:

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

Contractor, a 501(c)(3) organization incorporated under the laws of the State of California and known as **City of Long Beach**, having its principal office at **411 W. Ocean Blvd., Long Beach, California 90802**.

3. CONDITIONS PRECEDENT

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

- A. A cost allocation plan.
- B. A complete Program Budget, attached hereto and incorporated herein by reference as **Exhibit B**.
- C. Authorization to Execute Agreements, attached hereto and incorporated herein by reference as **Exhibit C**.
- D. Authorization to Sign Invoices showing at least 2 authorized signatories, attached hereto and incorporated herein by reference as **Exhibit D**.
- E. Authorization for Direct Deposits – Automated Clearing House Credits, attached hereto and incorporated herein by reference as **Exhibit E**.
- F. Certification Regarding Compliance with Americans with Disabilities Act (42 U.S.C. §11201 *et seq.*, and its implementing regulations) attached hereto and incorporated herein by reference as **Exhibit F**.
- G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto and incorporated herein by reference as **Exhibit G**.
- H. County Certification and Disclosure Regarding Lobbying, attached hereto and incorporated herein by reference as **Exhibit H**.

- I. Certification of No Conflict of Interest, attached hereto and incorporated herein by reference as **Exhibit I**.
- J. Grounds for Rejection, attached hereto and incorporated herein by reference as **Exhibit J**.
- K. Certificate of compliance with Equal Benefits Ordinance, attached hereto and incorporated herein by reference as **Exhibit K**.
- L. Contractor's EEO Certification, attached hereto and incorporated herein by reference as **Exhibit L**.
- M. Contractor Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit M**.
- N. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit N**.
- O. Employee Jury Service Program and Certification, attached hereto and incorporated herein by reference as **Exhibit O**.
- P. Certification of Compliance with County's Defaulted Property Tax Reduction Program, attached hereto and incorporated herein by reference as **Exhibit P**.
- Q. Charitable Contributions Certification, attached hereto and incorporated herein by reference as **Exhibit Q**.
- R. HMIS Compliance Certification duly executed by Contractor's Executive Director or equivalent showing Contractor's HMIS representative contact information. This certification is attached hereto and incorporated herein by reference as **Exhibit R**.
- S. Certificate of Insurance containing coverage as specified in **Exhibit S**, attached hereto and incorporated herein by such reference.
- T. Participant Termination and Grievance Policies and Procedures, attached hereto and incorporated herein by reference as **Exhibit T**.
- U. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and the applicable provisions of the Federal Provisions – COVID-19, attached hereto as **Exhibit JJ** and incorporated herein by reference

4. **CONTRACT ADMINISTRATION**

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

5. **CONTRACTOR'S WORK**

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

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



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

6. TERM

- A. The term of this Agreement shall be from **July 1, 2020 to June 30, 2021** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.
- B. Said term is subject to the provisions set forth herein. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 37 herein.
- C. Each Fiscal Year's Annual Maximum Contract Amount is contingent upon LAHSA's budget and the receipt of funds from its Funders(s) to LAHSA. If such approval, funding, or appropriation by/from LAHSA's Funder(s) are not forthcoming, or are otherwise limited, curtailed, decreased, or increased, LAHSA may immediately, with ten (10) business days advanced notice, modify the contract amount without penalty.

7. COMPENSATION

- A. LAHSA shall pay Contractor an amount not to exceed **Nine hundred four thousand six hundred fifteen dollars and no cents (\$904,615.00)** for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA.
  - i. The Annual Maximum Contract Amount payable under this Agreement for the 2020-2021 Fiscal Year Operation Term of July 1, 2020 to October 31, 2020 shall not exceed **\$904,615**.

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

- B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the State and/or County. Further, LAHSA reserves the right to unilaterally change the amount of compensation set forth herein in the event that the State and/or County decreases or makes unavailable funding available for this Program, and/or in the event that Contractor's spending pattern, as evidenced by invoices submitted to LAHSA for payment, will result in unexpended funds at the end of the Agreement term.
- C. Contractor shall not expend funds provided under this Agreement prior to the commencement date of this Agreement, or subsequent to suspension or its termination. Further, expenditures shall be in direct support of the Program which is the subject of this Agreement. If Contractor is operating another program simultaneously with the Program herein, Contractor shall notify LAHSA in writing of any expenditures for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use for the Program funded herein.
- D. LAHSA shall review Contractor's performance on a periodic basis. In the event LAHSA determines that Contractor is not meeting its proposed performance measures, LAHSA may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment. Funds shall not be released until LAHSA has approved the work completed and is satisfied with the documentation included in the invoice.

- E. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with LAHSA's express prior written approval.
- F. Contractor shall have no claim against LAHSA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify LAHSA and shall immediately repay all such funds to LAHSA. Payment by LAHSA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of LAHSA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. INDIRECT COSTS

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

9. METHOD OF PAYMENT

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

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

10. SUPPORTING FINANCIAL DOCUMENTATION FOR MONTHLY INVOICES

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

11. ADVANCE PAYMENTS

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

12. FINAL INVOICE

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

13. CLOSE-OUT ACTIVITIES

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

14. COST ALLOCATION PLAN

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

15. BUDGET MODIFICATIONS

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

16. SOURCE OF FUNDS

The services provided under this Agreement are funded with County of Los Angeles Special Measure H Funds and shall be used to provide the services detailed in Exhibit A, Statement of Work, of this Agreement.

17. CHANGES IN FUNDING ALLOCATION

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

18. WITHHELD PAYMENTS

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

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19. REVENUE DISCLOSURE REQUIREMENT

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

20. INSPECTIONS

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

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

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

21. TRAINING

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

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

- A. Contractor hereby certifies, by completing the certification contained in Exhibit R, that Contractor will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). Contractor shall participate by entering data directly into the Los Angeles CoC's HMIS system administered by LAHSA and adhere to all the implementation guidelines developed under the Los Angeles CoC's HMIS. "Participation" includes but is not limited to, the input of all programmatic and client data, the generation of all mandated quarterly and annual reports, and the use of any data monitoring tools or aggregate reports.
- B. Contractor must attend mandatory HMIS training classes as part of the implementation process. Contractor must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.
- C. Contractor may not provide any programmatic or client data by electronic data integration or migration from other existing software programs except for the LAHSA approved HMIS programs. Contractor must participate in the Los Angeles CoC HMIS through direct system input and report generation.

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

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

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

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

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

24. INVOLUNTARY FAMILY SEPARATION

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

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25. PARTICIPANT TERMINATION AND GRIEVANCE POLICIES AND PROCEDURES

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

26. NOTICES

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

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

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

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

27. PROPERTY MAINTENANCE STANDARDS

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

28. PROGRAM EVALUATION

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

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

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CONTRACTOR'S RESPONSIBILITY TO MONITOR

## A. Internal Monitoring

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

## B. Subcontractor Monitoring

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

30. LAHSA PROGRAM MONITORING

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

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

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

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

31. LAHSA FISCAL MONITORING

- A. The LAHSA or its authorized representatives, and/or the County and/or State reserve the right to dispatch auditors of its choosing to any site where any phase of the Program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of Contractor if such site or the activities performed thereon have any relationship to the Program funded herein. Said representatives shall provide ample written notice to Contractor for all announced visits.
- B. Contractor shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's Program. A financial audit of Contractor's performance under this Agreement shall be conducted at LAHSA's discretion.

32. LAHSA MONITORING REPORTS

- A. LAHSA shall issue a monitoring report following the fiscal and Program monitoring reviews. LAHSA may issue one report if it conducts a joint fiscal and Program review, or LAHSA may issue two distinct reports if it conducts a fiscal and Program review at different times during the Agreement period. The report shall state whether Contractor is in compliance or is not in compliance with the terms of this Agreement.
- B. If the Contractor is not in compliance with this Agreement, the report shall specify the problems noted during the review. The report shall also:
  - 1. Fully and correctly identify the finding.
  - 2. Cite Program requirements or applicable regulations that have been violated.
  - 3. Specify corrective actions that must be taken.
  - 4. Include a deadline for responding to the monitoring letter and also for correcting each finding identified in the monitoring report.
- C. In the event that Contractor does not comply with the corrective actions prescribed or that LAHSA determines that there are severe or continuing deficiencies that may place the performance of this Agreement in jeopardy, if not corrected, LAHSA shall report said deficiencies to Contractor's Board of Directors or other governing board. If improvement does not occur consistent with the corrective measure(s), LAHSA may terminate this Agreement, impose other sanctions such as not entering into other agreements with Contractor or terminating existing agreements with Contractor and/or impose remedies as specified in this Agreement.

33. AUDITS

- A. In the event that Contractor spends an aggregate of seven hundred fifty thousand dollars (\$750,000.00) or more of federal funds in a fiscal year, Contractor shall have conducted within 9 months after the close of Contractor's fiscal year, an audit in accordance with 2 C.F.R. Part 200. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after the receipt of the final audit report.
- B. In the event that Contractor spends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds in a fiscal year, Contractor shall have conducted within 9 months after the close of Contractor's fiscal year, a financial statement audit. Said audit shall be performed by an independent auditor. Contractor shall submit a copy of the audited financial statement to LAHSA no later than 15 days after the receipt of the final audited statement.
- C. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the above subsections and other provisions of this Agreement.

34. AUDIT FINDINGS

- A. Contractor agrees that in the event the Program established hereunder is subject to audit finding(s) by independent auditors, LAHSA, or appropriate local, state and federal audit agencies, it shall be responsible for complying with such finding(s). In the event that said findings have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s), as solely determined by LAHSA.
- B. If indications of misappropriation or misapplication of the funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.
- C. In the event that a fiscal or special audit reveals that Contractor has received funds for questioned expenditures under this Agreement, LAHSA shall notify and provide Contractor the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, Contractor agrees to repay said costs to LAHSA within 60 calendar days after issuance of the final audit determination.

35. RECORDS

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement, including any subcontract between Contractor and a third party. The retention period starts from the date of the submission of the final invoice and/or closeout report. Such records shall be retained within Los Angeles County for a period of five (5) years with the following qualifications:
  - 1. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  - 2. Records for Nonexpendable Property acquired shall be retained for five (5) years after its final disposition.
  - 3. When records are transferred to or maintained by LAHSA or to the County of Los Angeles, the five (5) year retention requirement is not applicable to Contractor.

4. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by LAHSA.
  5. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.
  6. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any subcontract.
  7. Contractor shall maintain the confidentiality of all records obtained from LAHSA under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.
  8. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- B. Contractor shall take all reasonable steps to dispose, or arrange for the disposal, of client records within its custody or control containing personal information when the records are no longer to be retained by the Contractor by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. Contractor shall ensure that these requirements are incorporated into all subcontractor agreements.

36. PROPERTY

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

GENERAL INSURANCE REQUIREMENTS

A. Without limiting Contractor's indemnification of LAHSA, County and the State and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LAHSA. Such coverage shall be provided and maintained at Contractor's own expense.

## B. Insurance Coverage

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA and County and their Agents as additional insureds, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, \$1 million for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LAHSA and County as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, then Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. Directors and Officers insurance covering Contractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.

6. Privacy/Network Security (Cyber) Liability. Insurance coverage providing protections against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems. No exclusion/restriction of unencrypted portable devices/media may be on the policy.
7. Crime Coverage. A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
8. Property Coverage. Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, County and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
9. Generally. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing this Agreement or any part of it.

C. Evidence of Insurance

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

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

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

1. Specifically identify this Agreement;
2. Clearly evidence all coverage required in this Agreement;
3. Contain the express condition that LAHSA is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, and County, their Special Districts, officials, officers and employees as insured for all activities arising from this Agreement; and

5. Identify any deductibles or self-insured retentions for LAHSA's approval. LAHSA retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the LAHSA or require Contractor to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- E. Insurer Financial Ratings - Insurance is to be provided by an insurance company acceptable to LAHSA with an A.M. Best rating of not less than A: VII, unless otherwise approved by LAHSA in writing.
- F. Failure to Maintain Coverage
1. Contractor's failure to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach upon which LAHSA may immediately terminate or suspend this Agreement.
  2. LAHSA, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, LAHSA may purchase such required insurance coverage and without further notice to Contractor, LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance.
- G. Notification of Incidents, Claims or Suits
- Contractor shall report to LAHSA:
1. Any accident or incident relating to services performed under this Agreement which involves injury or Property damage which may result in the filing of a claim or lawsuit against Contractor and/or LAHSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement within 30 days of occurrence.
  3. Any injury to a Contractor employee which occurs on LAHSA property. This report shall be submitted on a LAHSA "Non-employee Injury Report" within 30 days of occurrence.
  4. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of LAHSA property, monies or securities entrusted to Contractor under the terms of this Agreement within 30 days of occurrence.
- H. Compensation for LAHSA Costs - In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LAHSA, Contractor shall pay full compensation for all costs incurred by LAHSA.
- I. Insurance Coverage Requirements for Subcontractors:
- Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
1. Providing evidence of insurance covering the activities of subcontractors, or
  2. Providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. LAHSA retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

38. INSURANCE COVERAGE REQUIREMENTS

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

39. INDEMNIFICATION

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

40. INDEPENDENT CONTRACTOR

- A. This Agreement is by and between LAHSA and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. LAHSA and County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- C. Contractor understands and agrees that all persons furnishing services to LAHSA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of LAHSA, County or the State. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION

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



42. EQUAL ACCESS POLICY

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

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

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

- B. Failure of Contractor to comply with the EAGI policy will be deemed to be a material breach of this Agreement by LAHSA.
- C. If Contractor fails to comply with the EAGI policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach, including debarment.
- D. Failure to comply with the EAGI policy may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.

43. PUBLICITY

- A. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, LAHSA shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of LAHSA or County without the prior written consent of LAHSA's Executive Director. LAHSA shall not unreasonably withhold written consent.

- B. Contractor may, without the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Agreement with LAHSA, provided that the requirements of this subsection shall apply.

44. RIGHTS IN DATA

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

45. SUBCONTRACTS

- A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of LAHSA. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of LAHSA shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. LAHSA's determination of whether to approve Contractor's request to subcontract shall be completely within the discretion of LAHSA.
- B. Subcontracts entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in this Agreement. LAHSA requires incorporation of the applicable provisions in written subcontracts, which will be made available to LAHSA as requested.
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
  - 3. Specifically provide proof, when applicable, of necessary qualifications, appropriate permits and/or business licenses.
  - 4. Specifically provide the names and addresses of the parties to a subcontract, a full description of the exact scope of services to be performed or goods to be transferred or acquired, the length of time for performance of services to be rendered or for the goods to be transferred or acquired, and compensation for services rendered or good transferred or acquired.
- C. Contractor shall indemnify and hold LAHSA, County and the State harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractors' employees were Contractor employees.
- D. Contractor shall remain fully responsible for all performances including the obligation to properly supervise, coordinate, and perform all work required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding LAHSA's approval of the Contractor's proposed subcontract.
- E. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.
- F. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
- G. LAHSA's consent to subcontract shall not waive LAHSA's right to approve or disapprove of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this LAHSA right.
- H. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement. Contractor shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. LAHSA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

- I. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.
- J. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or the County. Approval of the provisions of any subcontract by LAHSA shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by LAHSA be construed as affecting any increase in the amount provided for in the Agreement.

46. COMPETITIVE BID REQUIREMENTS

Procurement of goods and services shall be conducted as follows:

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

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

47. NON-COMPETITIVE SOLE SOURCE BIDS

- A. Non-Competitive Sole Source Contracts for supplies and services contracts may be accepted only when the award of a contract is not feasible or practical and is supported by written documentation for the rationale for such judgment. The only circumstances under which a contract may be awarded by non-competitive bids are:
  - 1. The item or service is only available from a single source or is copyrighted or legally owned by that source; or

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

48. ASSIGNMENT AND DELEGATION

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of LAHSA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, LAHSA consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under the Agreement shall be deductible, at LAHSA's sole discretion, against the claims which Contractor may have against LAHSA.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring LAHSA's prior written consent in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LAHSA's prior written approval, shall constitute a material breach, which may result in the termination of this Agreement. In the event of such termination, LAHSA and the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

49. STAFF TRAVEL

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

50. LIMITATION OF CORPORATE ACTS

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

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51. COMPLIANCE WITH LAWS

- A. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by this reference, including, but not limited, to the following: 1) County's Transitional Job Opportunities Preference Program; 2) Disabled Veterans Business Enterprise Preference Program; 3) Cost of Living Adjustments; 4) Cost of Living Adjustments; 5) Time Off for Voting; 6) Data Destruction; 7) LAHSA Responsibility & Debarment; 8) Compliance with Living Wage; 9) Federal, State and Local housing and building codes, as applicable; and the applicable provisions of the Federal Provisions – COVID-19, attached hereto as Exhibit JJ and incorporated herein by reference.
- B. Contractor shall maintain all licenses, approvals and permits required to perform the Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting such work, specifically those including, but not limited to, environmental protections, procurement, and safety laws, rules, regulations and ordinances. Contractor shall provide copies of permits and approvals to LAHSA upon request.
- C. Contractor shall indemnify and hold LAHSA, County and the State, its officers, employees, and agents harmless from any liability, loss, damages, costs or expenses resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination. Such damages, costs or expenses may include, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection, as determined by LAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection shall be conducted by Contractor and performed by counsel selected by LAHSA.
- D. Contractor shall comply with 2 CFR §200.113 by disclosing, in a timely manner and in writing to LAHSA, any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Contractor's compensation or performance under this Agreement. Contractor's failure to make the required disclosure may result in the sanctions described in 2 CFR §200.338, Remedies for Noncompliance, including Contractor's suspension or debarment (2 CFR part 180, 31 U.S.C. 3321).
- E. Drug-Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor, and its Subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements on the Drug-free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- i) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
  - ii) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

52.E.ii.01. The dangers of drug abuse in the workplace;

- 52.E.ii.02. Contractor's policy of maintaining a drug-free workplace;
- 52.E.ii.03. Any available counseling, rehabilitation, and employee assistance programs; and,
- 52.E.ii.04. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

iii) Provide, as required by Government Code sections (8355(a)(3), that every employee and/or subcontractor who works under this Agreement will receive a copy of Contractor's drug-free policy statement and will agree to abide by terms of Contractor's condition of employment or subcontract.

F. Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding recognizing the signs and symptoms of child abuse and neglect (For example, see <https://www.childwelfare.gov/pubpdfs/whatiscan.pdf> ). Contractor, and each subcontractor, shall report any known or suspected child abuse or neglect, as defined in California Penal Code § 11165 et seq. to the Los Angeles County Department of Children and Family Services Child Protection Hotline (800-540-4000). Contractor, and each subcontractor, shall inform LAHSA of any reports made to the Child Protection Hotline.

## 52. FAIR LABOR STANDARDS

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

## 53. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

## 54. CONFIDENTIALITY

- A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- B. Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in LAHSA's or County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by LAHSA or County, without LAHSA's prior written consent.

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

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

55. CONFLICT OF INTEREST

- A. Contractor, its agents and employees shall comply with all applicable federal, state and local laws and regulations governing conflict of interest including, but not limited to 2 C.F.R. Part 200, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.
- B. No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- C. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve0month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve0month period prior to his or her leaving State service.

- D. Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.
- E. No LAHSA employee whose position with LAHSA enables such employee, to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in LAHSA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LAHSA's approval or ongoing evaluation of such work.
- F. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that do or may likely be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to LAHSA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Agreement.

56. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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



- D. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation.
- E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal laws and regulations to the end that no person shall, on the grounds of race, color, religion, creed, ancestry, national origin (including language use restriction), sex, gender expression, gender identity, transgender status, pregnancy, age, physical or mental disability (including HIV and AIDS), medical condition (cancer/genetic characteristics), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Agreement.
- F. Contractor shall allow LAHSA and County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by LAHSA.
- G. If LAHSA finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which LAHSA may determine to terminate this Agreement. While LAHSA reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LAHSA that the Contractor has violated the anti-discrimination provisions of this Agreement.
- H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, LAHSA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

57. NEPOTISM

- A. Contractor shall avoid hiring or permitting the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in any capacity by Contractor.
- B. For the purpose of this Section, the term "immediate family" means spouse, domestic partner, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.
- C. In the event that Contractor hires an immediate family member of an current staff member, Contractor must notify LAHSA within five (5) days of hire, or within five (5) days of the beginning of the term of this Agreement of existing immediate familial relationships, disclosing the employee's relationship and detailing the employee's position and services as they relate to this Agreement.
- D. LAHSA reserves the right to preclude Contractor from permitting an employee to perform services under this Agreement if the employee's immediate family member(s) is/are also employed by the Contractor.

E. Contractor must ensure all immediate family member hires are properly screened and are supervised by staff not related to the family member.

58. RELIGIOUS AND POLITICAL ACTIVITIES

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

59. AMERICANS WITH DISABILITIES ACT

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

60. LEAD-BASED PAINT

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

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61. ASBESTOS

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

62. COUNTY LOBBYIST ORDINANCE

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

63. PUBLIC RECORDS ACT

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

64. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

**65. WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

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

**66. CERTIFICATION REGARDING DEBARMENT**

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

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

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

C. County may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or its representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

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

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

**68. PROGRAM CHANGES**

- A. In the event that Contractor wishes to make significant changes to the approved Program under this Agreement, LAHSA written approval is required prior to any and all changes. Prior to providing any written approval, LAHSA shall consult with its funders to determine whether they agree with the changes to the approved Program. Any approved significant changes shall be in the form of a written amendment pursuant to Section 65 herein. Contractor shall request all significant changes in writing to LAHSA. Significant changes include, but are not limited to:

- 68.A.i.1. A change in the recipient; or
- 68.A.i.2. A change in the Program site, or
- 68.A.i.3. Additions or deletions in the types of activities approved under this Agreement; and
- 68.A.i.4. A change in the category of Program Participants to be served.

69. PROGRAM CLOSE-OUT

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

70. CHANGES AND AMENDMENTS OF TERMS

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

71. TIME OF PERFORMANCE MODIFICATIONS

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

72. WAIVERS

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

73. BREACH

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

74. DEFAULTS

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

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

B. Default for Non-Performance:

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

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

C. Default for Insolvency:

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

D. Other Events of Default:



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

75. SANCTIONS

- A. LAHSA may impose sanctions for failure to meet conditions specified in this Agreement, including performance. Sanctions will be approved by LAHSA's Executive Director. These sanctions shall include, but are not limited to:
1. Withholding funds until corrective actions are taken;
  2. Disallowing costs for activities not in compliance with this Agreement; or
  3. Termination of this Agreement for failure to perform.

76. PROBATION

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

77. SUSPENSION

- A. LAHSA may, by giving written notice, suspend all or part of the Program operations for Contractor's to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance, effective date of suspension, period of suspension and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event that Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension period.

- E. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in compliance with this Agreement.
- F. Contractor shall not resume Program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.
- G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:
  - 1. Termination of this Agreement; or
  - 2. Threshold failure in any future scoring for a RFP or a RFQ, or any other solicitation document, released by LAHSA for a period of five (5) years starting from the effective date of suspension.
  - 3. Termination of this Agreement.

78. TERMINATION FOR CONVENIENCE

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

79. TERMINATION FOR CAUSE

- A. LAHSA may terminate this Agreement upon written notice to Contractor for just cause (failure to perform satisfactorily), as solely determined by LAHSA, with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The Executive Director, or his/her designee, is hereby authorized to give said notice on LAHSA's behalf, subject to ratification by the LAHSA Board of Commissioners.
- B. Should Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- C. Should Contractor neglect, or inadequately respond or refuse to provide a means for satisfactory compliance with this Agreement and with the corrective actions provided by LAHSA within the time specified in such notice or report, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding for the contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

- E. This Agreement may also be terminated or suspended in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, and health code violations.

80. TERMINATION PROCEDURES

- A. All property, documents, data, studies, reports and records purchased or prepared by Contractor under this Agreement shall be disposed of according to federal directives, including, but not limited to, those specified in 24 C.F.R. Part 87.
- B. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.
- C. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in Contractor's satisfactory performance of this Agreement.
- D. LAHSA may withhold any payments due to Contractor until such time as the exact amount of damages due to LAHSA from Contractor is determined.
- E. The foregoing subsections A through D shall also apply to agreements terminating upon date specified in Section 6 herein.

81. EFFECT OF TERMINATION

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

82. NOTICES OF SUSPENSION AND TERMINATION

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

83. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

- A. Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.
- B. Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is LAHSA's policy to encourage all LAHSA Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

- C. Contractor agrees to abide by the terms of the Safely Surrendered Baby Law, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1407-safely-surrender-baby-law-brochure-english.pdf> and <https://www.lahsa.org/documents?id=1408-safely-surrender-baby-law-brochure-spanish.pdf>, attached hereto and incorporated herein by such reference as Exhibit Z.

84. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached hereto as Exhibit O.
- B. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- C. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor, such as LAHSA, and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for LAHSA under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- D. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify LAHSA if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. LAHSA may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to LAHSA's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- E. Contractor's violation of this Section may constitute a material breach of the Agreement. In the event of a material breach, LAHSA may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future LAHSA contracts for a period of time consistent with the seriousness of the breach.

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85. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

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

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

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

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

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

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

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

88. EQUAL BENEFITS ORDINANCE

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

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

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

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

89. VIOLENCE AGAINST WOMEN ACT

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

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

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

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

90. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

91. DATA ENCRYPTION

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data

Contractor' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data

All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification

LAHSA must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Agreement. Failure on the part of the Contractor to comply with any of the provisions of this Section 88 (Data Encryption) shall constitute a material breach of this Agreement upon which LAHSA may terminate or suspend this Agreement. Exhibit CC.

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

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

93. TERMINATION FOR IMPROPER CONSIDERATION

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

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

- A. This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to LAHSA or County officials or employees for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
  - 1. Pay to LAHSA any difference between the Agreement amount and what the LAHSA's costs would have been if the Agreement had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Agreement; and



3. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and OAC of this information prior to responding to a solicitation or accepting an Agreement award.

95. PROHIBITION OF LEGAL PROCEEDINGS

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

96. EFFECT OF LEGAL JUDGMENT

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

97. INTEGRATED AGREEMENT

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

98. REPORTING

- A. Contractor shall maintain documentation on file for the purposes of reporting and verifying data and information on performance and outcomes for funded activities in a manner, and in such detail, that is consistent with the Statement of Work and document retention standards.
- B. Contractor is responsible for the quality of all performance data and is required to review performance data periodically, whether collected through HMIS or other means, to ensure accuracy.
- C. Contractor shall, after careful review of a report, submit to LAHSA a certification that the information contained in a report is correct to the best of Contractor's knowledge and documentation.
- D. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by the Statement of Work. These requirements may include, but are not limited to:
  1. Reports Format Type:
    - i. **HMIS and Manual** reports are standardized forms to align with and measure data points captured in HMIS to correspond to contractual performance targets in the Statement of Work. Manual reports are collected when a provider cannot use HMIS (e.g. population served prevents participation).
    - ii. **Narrative** reports are required for specific, special, new, or pilot projects. They may be required in addition to or instead of HMIS and Manual reports. The form and format is provided to Contractor by LAHSA.
  2. Report Frequency sets how often a report is due to LAHSA.

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

99. RECYCLED BOND PAPER

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

100. QUALITY ASSURANCE

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

101. CHARITABLE ACTIVITIES COMPLIANCE

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

102. PROPRIETARY RIGHTS

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

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

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

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

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

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

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

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

- A. Contractor shall notify and provide to its employees and program participants and shall require each subcontractor to notify and provide to its employees and program participants, a Fraud Hotline Fact Sheet, attached hereto and incorporated herein by such reference as **Exhibit HH** encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients.
- B. Contractor acknowledges that LAHSA places a high priority on the appropriate administration of public funds. Contractor understands that it is LAHSA's policy to require all LAHSA Contractors to post the County's "FRAUD HOTLINE" poster, attached hereto and incorporated herein by such reference as **Exhibit II**, in a prominent position at Contractor's place of business. Contractor will also require its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- C. Contractor acknowledges that it is aware of the following provisions:
  1. Solicitation of Consideration. It is improper for any LAHSA officer, employee or agent to solicit consideration in any form from a contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor or that Contractor's failure to provide such consideration may negatively affect LAHSA's consideration of the Agreement.
  2. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a LAHSA officer, employee or agent who has any involvement in the procurement and/or oversight of this Agreement.
  3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
  4. The Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit improper consideration or commit fraud, waste or abuse of funds. The report shall be made to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.

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

105. GOVERNING LAW AND VENUE

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

106. AGREEMENT

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

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107. COUNTERPARTS

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

108. AUTHORIZATION WARRANTY

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

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

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL, MARY WICKHAM

Form Agreement Was Submitted and Approved as To Form on April 28, 2020. Documentation on File with LAHSA.

For: Los Angeles Homeless Services Authority

By: Heidi Marston  
Heidi Marston (Nov 9, 2020 09:48 PST)  
Name: Heidi Marston  
Title: Executive Director

Executed this day 11/09/2020

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

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

For: City of Long Beach

Internal Revenue Service ID Number:  
95-6000733

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

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Executed this day October 27, 2020

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

Said Agreement shall be referenced as 2020CNGFH239 of LAHSA Contracts.

**Exhibit A  
Statement of Work  
(on next page)**

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

**STATEMENT OF WORK  
MEASURE H  
CITY OF LONG BEACH  
FY 2020-2021**

The following outlines the Statement of Work for the five (5) key strategies that the City of Long Beach will be administering under Measure H Funding. The key strategies include Homeless Prevention, Rapid Rehousing, Strengthening the Coordinated Entry System, Street Outreach and Year-Round Shelter Operations.

Agencies funded through Measure H will be required to adhere to programmatic requirements as follows:

- **Program Participant Eligibility:** The selected agency will conduct an evaluation in accordance with the coordinated entry system assessment to determine: 1) eligibility of all household members for assistance, and 2) the amount and types of assistance needed to achieve or regain stability in permanent housing.
- **Reporting:** The agency will be required to submit performance reports on outputs and outcomes.
- **Demographics** of participants served to date.
- **Homeless Management Information System (HMIS) Participation:** The agency will utilize the Long Beach HMIS or comparable database for domestic violence providers. Program participant data entry is required daily for service coordination purposes.
- **Coordinating with other resources:** The agency will coordinate with other resources to ensure housing retention.
- **Certification of Homelessness or At-Risk of Homelessness:** The agency will be required to complete certification forms document program participant eligibility.
- **Confidentiality:** The agency will ensure the security and confidentiality of program participants and their protected identifying information.
- **Housing First:** The agency shall adhere to Housing First principles.
- **Triage Assessment:** The agency shall utilize the VI-SPDAT, adopted by the Long Beach CoC as the triage assessment tool to assess program participants' housing and service needs.
- **Coordinated Entry System (CES):** The agency shall work in collaboration with the broader Continuum of Care (CoC) system in Long Beach, including participating in the Long Beach CES.

**I. STRATEGY A5: HOMELESS PREVENTION PROGRAM**

**Funding Note:** For Fiscal Year 2020-2021 Long Beach will not receive a new allocation through Measure H, and the only expenses related to A5 in this contract will be spent from Measure H A5 funds extended from FY17-18 through the present. Long Beach will operate homeless prevention for adults through ESG CARES Act funding as agreed upon with the County of Los Angeles.

**Scope of Work**

The objective of Homelessness Prevention is to provide a short-term targeted intervention to address people's housing crisis before they become homeless. Long Beach will screen participating with a risk assessment form and will serve those who have been identified to be at greatest risk. Eligible participants will be under 50% of Area Median Income (AMI).



## **Eligible Program Activities**

Eligible Costs and Services for Homelessness Prevention are listed below and are applicable to households with residences within the Long Beach jurisdiction:

1. *Housing Relocation and Stabilization Services*
  - Financial Assistance-Costs:
    - Security Deposits
    - Utility Deposits
    - Utility Payments
  - Services Costs:
    - Housing Search and Placement
    - Housing Stability Case Management
    - Mediation
    - Credit Repair
2. *Short-term Rental Assistance*
  - Maximum period for rental assistance with Measure H funds not to exceed 6 months. Rental assistance can cover up to 3 months of rent arrears, including any late fees, and will be considered 1 month of financial assistance towards the eligible 6 months.

## **Staffing Responsibilities for Problem Solving Component**

The City of Long Beach will provide problem solving activities for households at imminent risk of homelessness to stabilize or resolve their housing crisis by identifying alternative prevention funding that support one-time financial assistance needs, exploring the person's natural support system and linking people to other community resources.

### ***Direct Service Staffing***

*Diversion Specialist (1 FTE)- Duties to include:*

- Conduct standardized housing screening and assessment of households at imminent risk of homelessness within the City of Long Beach.
- Engage persons in exploration of their current resources and support systems to find other ways of resolving housing crises.
- Coordinate with Long Beach Continuum of Care funded and unfunded partners to ensure seamless and integrated care.
- Utilize evidence based practices (motivational interviewing, harm reduction, and housing first) to create crisis housing plans in cases where housing cannot be stabilized
- Assist in the facilitation of the Discharge Planning Collaborative, a network of hospitals and medical facilities located within the City of Long Beach.
- Develops partnerships with faith-based communities, constituents, businesses, medical providers, substance use disorder services, and mental health providers city-wide to create referral partnerships.
- Manage and maintain all client documentation, including individual progress notes of client interaction and input into the Homeless Management Information System (HMIS).
- Once stabilized, provide short-term retention and follow up service coordination to ensure housing is stabilized.

### **Administrative Responsibilities**

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the Homeless Prevention Program. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with

City of Long Beach requirements. These conditions include: programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP.

**Performance Measures**

1. Exit to a permanent housing destination: 80%
2. Remained housed six (6) months after exiting the program: 85%.

**II. STRATEGY B3: SUBSIDIZE HOUSING – PARTNER WITH CITIES TO EXPAND RAPID RE-HOUSING**

**Scope of Work**

In agreement with the Los Angeles County CEO's Office and the Los Angeles Homeless Services Authority, the City of Long Beach will utilize funds to support RRH retention activities. These activities will include case management services, outreach services, linkage to health/mental services, access to permanent housing opportunities, housing retention and provide administrative support for this grant.

The objective of RRH is to move single adults experiencing homelessness into Permanent Housing as quickly as possible, and to achieve housing stability through a combination of rental assistance and supportive services. RRH has been demonstrated to be a valuable strategy to quickly transition individuals into permanent housing with appropriate supports. The population for RRH is single adults experiencing homelessness and would benefit from short to intermediate housing intervention and supportive services to regain housing stability. Single adults are defined as households where all members are age 18 and over.

**Eligible Program Activities**

Rapid Rehousing Projects supported by Measure H funds shall be administered by the City in a manner consistent with Los Angeles Homeless Service Authority SRS in combination with the Program Standards and Performance Targets, except as otherwise provided in these Program Requirements and the Long Beach CoC Written Standards. In the event of any inconsistency between the requirements of the Long Beach Measure H Rapid Rehousing Program and the HUD Rapid Rehousing Program, the guidelines for the Long Beach Measure H Rapid Rehousing Program shall prevail.

Eligible Costs and Services for RRH are listed below and are applicable to households with residences within the Long Beach jurisdiction:

**1. Financial Assistance**

- Up to 24 months of tenant-based rental assistance
- Security Deposits (up to 2 months)
- Property damage
- Utility Deposits
- Utility Assistance

**3. Supportive Services Costs**

- Assistance with Moving Costs
- Case Management
- Child care
- Education Services

- Employment Assistance/Job Training
- Food
- Housing Search and Counseling Services
- Life Skills trainings
- Outpatient health services (includes mental health services and substance abuse treatment services)
- Transportation

### **Staffing Responsibilities for Housing Retention Component**

The City of Long Beach will employ staff who provide case management services, outreach services, linkage to health/mental services, access to permanent housing opportunities, housing retention and provide administrative support for this grant.

#### ***Direct Service Staffing***

##### ***1. Housing Retention Specialist (1 FTE)- Duties to include:***

- Provide regular, ongoing engagement to develop rapport and to provide linkages to treatment such as substance abuse, health services, and mental health services as needed;
- Assist in the completion of necessary documentation for public benefits and other services as needed;
- Assist in securing permanent housing and supportive services;
- Conduct follow up home visits to ensure housing retention and lease agreement compliance;
- Utilize progressive engagement to ensure effective transition from homelessness to housing and strengthening their network of support in the community; and
- Be part of an interdisciplinary team that includes social service organizations, mental health and substance abuse treatment programs and health care providers.

##### ***2. Public Health Nurse (0.50 FTE) - Duties to include:***

- Support the Coordinated Entry System staff in addressing the healthcare needs of homeless individuals.
- Participate in a multi-disciplinary street outreach team to engage individuals in homeless camps, shelters, and provide health assessments in non-traditional settings.
- Provide in home medical assessment as people are moving from street to home and ensuring that they are following through with medical care. Triage and provide linkage when needed for people where it may impact housing stability.
- Assist in triaging, evaluating and promoting the health of homeless individuals, and provide the needed support in improving the quality of life of the homeless community.
- Provide on-site care, situational health education, disease management, medication reconciliation, and preventive care activities.
- Provide case management, refer and link individuals to appropriate medical/specialty care.

- Serve as a medical liaison with medical personnel and hospitals, participate in case conferences, and assist with hospital discharge planning of homeless individuals.

**3. Housing Locator (0.50 FTE)- Duties to include:**

- Conduct outreach and create partnerships with landlords/property managers in the Long Beach area.
- Maintain relationships with partner or prospective landlords with an emphasis on identifying housing opportunities for homeless households.
- Identify housing opportunities based on client needs.
- Work with landlords and clients to facilitate the application and move-in process.
- Assist with planning and implementing landlord appreciation efforts, landlord appreciation events and promotions.
- Receive and respond to landlord concerns regarding housed clients. If a resolution cannot be immediately reached, quickly route concerns to appropriate parties.
- Monitor landlord-tenant interactions for evidence of discrimination or unfair treatment.
- Attend landlord and community meetings to recruit potential landlords, build relationships and represent the City of Long Beach.

**Administrative Responsibilities**

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the RRH Program. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with City of Long Beach requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP. The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

**Performance Measures**

1. Exited to Permanent Housing: 60%
2. Increased Income from All Sources: 15%
3. Moved in Within 120 Days of Enrollment: 70%
4. Remained Housed for at least Six (6) Months after program exit: 85%

**III. STRATEGY E6: COUNTYWIDE STREET OUTREACH**

**Scope of Work**

The City of Long Beach will employ staff who provide outreach services, access to permanent housing opportunities, linkage to health/mental health services and provide administrative support for this grant. The objective of this grant will be to enhance Street Outreach efforts. The Long Beach Street Outreach Network is multi-disciplinary team comprised of City of Long Beach staff from the department of Health and Human Services, Police, Fire along with social service providers. Street outreach is often the first point of contact for individuals who are residing on the streets who are experiencing multiple barriers to housing including substance use, mental health and medical conditions. The team utilizes a Housing First approach in its outreach and engagement activities. Measure H will provide funding for staff who will utilize best practices to engage and link street homeless individuals to housing and supportive services.

## **Direct Service Staffing**

### **1. Outreach Worker (4.0 FTE)- Duties to include:**

- Lead and implement homeless community outreach, education, and response.
- Create and implement engagement strategies to encourage people to engage in services to resolve their barriers to permanent housing.
- Identify encampments and locations where people experiencing homeless congregate.
- Engage individuals and families experiencing homelessness to identify needs and introduce them to available services.
- Participate in outreach events as part of an interdisciplinary team with the Outreach Work Group.

### **2. Outreach Coordinator (0.50 FTE)- Duties include:**

- Work closely with homeless service providers, physical and mental health agencies, Veteran service providers, law enforcement, funders and other stakeholders to better coordinate how we outreach and connect individuals experiencing homelessness to pathways to housing.
- Triage community and provider outreach requests, including outreach calls that come directly from the outreach hotline and the LAHOP.
- Establish and maintain effective working relationships with relevant partners to streamline referral network linkages to mental health care, health services, other supportive services, and housing navigation teams.
- Facilitate Outreach Network meetings with all existing outreach teams/staff on a biweekly basis.
- Track and evaluate outreach data.
- Provide monthly reporting on Outreach trends, efforts and progress towards meeting goals

### **3. Public Health Nurse (0.50 FTE)- Duties as previously mentioned.**

### **4. Resource Liaison (0.8 FTE) - - Duties to include:**

- Leads efforts to identify local gaps in services and promote access and linkages for homeless services citywide.
- Develops resource and referral information regarding additional mental health and substance use disorder programs and services available for people experiencing homelessness.
- Coordinates with the Fire and Police Departments to effectively align services at the MSC.
- Develops partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.
- Conducts community outreach and engagement activities around homeless services to increase access to services for special needs populations.
- Leads the data collection efforts for the Outreach Work Group, and other programming as designated.

- Assists and supports crisis response, triage, and daily service coordination efforts.

### **Administrative Responsibilities**

The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

### **Performance Measures**

1. Achieve nine hundred (900) street outreach contacts during the operational year.
2. Acceptance rate for outreach services: 50%
3. Complete an HMIS and CES enrollment for of people contacted: 75%.
4. Provide individuals who accept outreach services to ongoing services through city staff or support in successfully attaining services through another service provider: 75% Referred or exited to crisis/bridge housing: 10%.
5. Referred to permanent housing, rapid rehousing or supportive housing: 10%
6. Exited to permanent housing: 5%

## **IV. STRATEGY E7: STRENGTHEN THE COORDINATED ENTRY SYSTEM**

### **Scope of Work**

The City of Long Beach will employ staff who provide case management services, access to permanent housing opportunities and provide administrative support for this grant. The objective of this grant will be to enhance the existing Coordinated Entry System (CES). The Long Beach CES prioritizes access to housing and services based on service need. The Multi-Service Center serves as the primary CES hub for the Long Beach Continuum of Care, where people experiencing homelessness or are at-risk of homelessness can easily access crisis services, have their needs assessed and prioritized consistently, and, based upon those needs, be connected with appropriate housing interventions and supportive services. Measure H funds will support two (2) FTEs who will help enhance communication, utilize best practices and housing/real-estate expertise in securing units, increase efficiency, and minimize duplication of landlord contacts.

### **Staffing Items/Responsibilities**

#### **1. CES Matcher (1 FTE)- Duties include:**

- Creates and maintains the Coordinated Entry database of clients seeking permanent housing.
- Facilitates the housing prioritization process and matches clients to eligible housing opportunities.
- Collects and analyzes client feedback on the Coordinated Entry matching process.
- Analyzes and interprets program data to identify potential system barriers.
- Prepares and analyzes reports to assess the accuracy of program data entry into the Homeless Management Information System.
- Collaborates with Coordinated Entry agency staff to improve quality management.
- Coordinates with program partners to provide initial, on-going, and annual

trainings, including those related to Coordinated Entry System policies and procedures.

- Facilitates Coordinated Entry case conferencing and meetings as needed for Long Beach Continuum of Care partner agencies.
- Attends Service Plan Area 8 Coordinate Entry meetings to coordinate with regional partners.

2. *Housing Navigator (1 FTE)- Duties to include:*

- Work with hospital staff to provide linkages to community services for homeless patients.
- Initiate contact and establish a working interaction with homeless patients for the purpose of providing assistance with attaining housing and access to needed services.
- Work closely with case managers/hospital social work staff working with the homeless patients to remove barriers to them getting permanent housing. Track their progress through the housing process.
- When shelter or social service linkage is not obtained, continue to engage with homeless patient and provide support during hospitalization and after discharge from hospital.
- Assist in obtaining housing readiness documentation such as ID, social security card and income verification.
- Assist in completion of housing applications and accompany individual to housing appointments when needed.
- Maintain complete client records, daily activity logs, mileage logs, and other reports as directed.
- Establish and maintain positive, productive working relationships with hospital staff, other mental health programs, shelter programs, and providers of services and resources to homeless persons.
- Attend staff meetings, case conferences, training workshops and community meetings as needed.

3. *Housing Locator (0.50 FTE)- Duties as previously mentioned.*

**Administrative Responsibilities**

The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

**Performance Measures**

1. Percentage of participants who achieve a successful housing destination, including both interim and permanent housing programs: 60%
2. Percent of participants that exit to a permanent housing destination: 10%
3. Conduct three (3) landlord engagement events during the operational year.
4. Connect with five (5) new landlord/property management entities.

## **V. STRATEGY E8 - ENHANCE THE EMERGENCY SHELTER SYSTEM**

**Funding Note:** For Fiscal Year 2020-2021 the City of Long Beach will be receiving Measure H E8 funding to support the crisis/bridge beds that are utilized through motel vouchers and the 25 beds of interim housing through our site based facility. Long Beach will utilize its unspent funds in E8 that have accumulated from FY17-18 through the present to support winter shelter costs and safe parking. Long Beach will partner through the pandemic to support unexpected costs within the winter shelter program during the time of the pandemic but does not anticipate having costs in the future related to winter shelter.

### **Scope of Work**

The City of Long Beach utilizes a number of interventions to ensure persons experiencing street and vehicular homelessness have options for safe places to sleep. The City of Long Beach is providing the following activities under the E8 strategy.

1. Funding for crisis/bridge beds for the CES in Long Beach in the amount of \$200,000 which is administered in the form of motel vouchers. Persons who are engaging with the service system in Long Beach and are vulnerable and in need of a safe place while getting linked to other services or are close to moving in to housing are provided motel vouchers to ensure that they have a safe place to stay and are remaining connected while working towards other interim and permanent housing solutions. These can be utilized by both single adults and families.
2. The City of Long Beach will fund 25 beds at its interim housing site through these funds. The beds are low barrier for persons who are engaged within the Long Beach CES. All participants will receive supportive services and will be engaged in creating a permanent housing plan. Participants will be able to stay within the program as long as they are working towards their permanent housing goals.
3. Long Beach will support the operational costs of the winter shelter program site funded through LAHSA in the Long Beach area. Long Beach owns the building that the program is operated out of and incurs a number of maintenance related costs and has provided additional portable showers to support with hygiene access. By providing additional funding to these areas it allows the provider to maximize the funding through LAHSA in providing supportive services.
4. Funding to support the Safe Parking program being operated within Long Beach. The City of Long Beach has secured funding to operate a Safe Parking program however as a part of that there are a number of costs that are incurred and Long Beach has been supporting in covering those to provide hygiene services and resources to persons who are staying within the safe parking program.

### **Administrative Responsibilities**

The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

### **Performance Measures**

1. Participants who exit utilization of motel voucher exit to either interim housing or permanent housing: 50%
2. Participants exiting the interim housing program to permanent housing: 20%
3. Average occupancy of programs is: 95%



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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

Agency Name: City of Long Beach  
 Program Name: Long Beach Continuum of Care  
 Contract #: 2020CNGFH239  
 Funding Source: Measure H \$ 904,615  
 Total Award: \$ 904,615

Funding Allocation - By Funding Source/Contract

Program Component	Measure H A5	Measure H B3	Measure H E6	Measure H E7	Measure H E8	Total
Crisis Housing	\$ -	\$ -	\$ -	\$ -	\$ 101,739	\$ 101,739
Outreach Coordination	\$ -	\$ -	\$ 284,586	\$ -	\$ -	\$ 284,586
Housing Navigation	\$ -	\$ -	\$ -	\$ 109,902	\$ -	\$ 109,902
Rapid Rehousing	\$ 72,695	\$ 335,693	\$ -	\$ -	\$ -	\$ 408,388
Prevention Diversion	\$ 72,695	\$ 335,693	\$ 284,586	\$ 109,902	\$ -	\$ 702,876
<b>Total</b>	<b>\$ 145,390</b>	<b>\$ 335,693</b>	<b>\$ 284,586</b>	<b>\$ 109,902</b>	<b>\$ 101,739</b>	<b>\$ 904,615</b>

Funding Term - Dates

Program Component	Measure H A5	Measure H B3	Measure H E6	Measure H E7	Measure H E8
Crisis Housing			07/01/20-10/31/20		07/01/20-10/31/20
Outreach Coordination					
Housing Navigation				07/01/20-10/31/20	
Rapid Rehousing	07/01/20-10/31/20				
Prevention Diversion	07/01/20-10/31/20				

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

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

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

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

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



# Los Angeles Homeless Services Authority

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

## Authorization to Execute Agreements

### Name and Address of Contractor

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

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

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

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

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

\* If neither is applicable, strike out

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



# Los Angeles Homeless Services Authority

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

## Authorization to Sign Invoices

### Name and Address of Contractor

City of Long Beach  
411 W. Ocean Blvd.  
Long Beach, CA 90802

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

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

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

### CITY MANAGER

### SIGNATURE

### DATE

Thomas B. Modica

10/27/2020

APPROVED AS TO FORM

October 23, 2020

CHARLES PARKIN, City Attorney

\* If neither is applicable, strike out

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

By   
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



# Los Angeles Homeless Services Authority

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

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

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

Agency/Contractor Name: City of Long Beach

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

Select one:

Checking Account, or  
 Savings Account

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

Financial Institution MUFG Union Bank, N.A. Branch Los Angeles, California

City Long Beach State CA Zip 90802

Routing Number 021-052-053 Acct. No 33562980

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

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

Authorization:

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

Nerissa.Mojica@longbeach.gov

E-mail Address

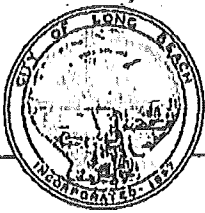
Nerissa Mojica, Financial Services Officer

Print Name and Title

Signature

Date

5/29/18



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 West Ocean Boulevard 6<sup>th</sup> Floor • Long Beach, CA 90802 • (562) 570-8845 • Fax (562) 570-5838

January 30, 2018

To ACH funds to the City of Long Beach:

Bank:	MUFG Union Bank, N.A.
Bank Address:	Los Angeles, California
Payee:	City of Long Beach Cash Concentration Account
Account Number:	33562980
ABA#	021-052-053

DAVID NAKAMOTO  
City Treasurer

DN:ss

[Filed as: T, 2.Cash Management, 5.Imprest & Petty Cash.Check, Petty Cash, UBOC-Misc Correspondence, UBOC-ACH-Instructions-01-30-2018.docx]

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

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

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

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

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

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

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

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

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

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

**Contractor: City of Long Beach**

Thomas B. Modica, City Manager  
Name and Title

October 27, 2020  
DATE

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

Sandra J. Jaturon for  
SIGNATURE

Asst. City Manager  
TITLE

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

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

By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

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

### **Instructions for Certification**

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

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

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

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

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

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

Contractor:

Name and Title of Authorized Representative

Linda J. Iatrom for  
SIGNATURE

10/27/2020  
DATE

Thomas B. Modica, City Manager  
NAME & TITLE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor: City of Long Beach

*Sandra J. Sabum for*

Thomas B. Modica, City Manager  
Name and Title

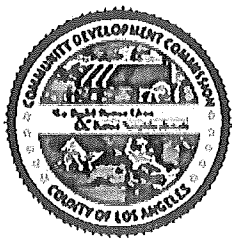
October 27, 2020  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

October 23, 2020  
CHARLES PARRIN, City Attorney

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



COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES

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

Commissioners

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

Monique King-Viehland  
Acting Executive Director

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into County funded contract with LAHSA.

Thomas B. Modica  
\_\_\_\_\_  
NAME  
*Linda J. Saturni*  
\_\_\_\_\_  
SIGNATURE

City Manager  
\_\_\_\_\_  
TITLE  
*10/27/2020*  
\_\_\_\_\_  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

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

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

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

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

**CONTRACTS PROHIBITED**

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

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

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

Thomas B. Modica, City Manager

Authorized Official's Printed Name and Title

Thomas B. Modica  
Authorized Official's Signature

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

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

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

**Grounds For Rejection**

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

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

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

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

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

Linda J. Saturni  
Authorized Official's Signature

10/27/20  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

October 23, 2020  
CHARLES PARKIN, City Attorney

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

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

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

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

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach

Company Address: 2525 Grand Ave

City: Long Beach State: CA Zip: 90815

Contact Person: Tom Papadameriou Phone: 562-570-3304 Fax: 562-570-4049

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

Approximate Number of Employees in the United States: \_\_\_\_\_

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

**SECTION 2. COMPLIANCE QUESTIONS**

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

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

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

**COMPLIANCE**

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

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

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

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

**DECLARATION UNDER PENALTY OF PERJURY**

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

Executed this 27 day of October, in the year 2020, at LONG BEACH, CA  
(City) (State)

Thomas B. Modica  
Signature

Thomas B. Modica  
Name of Signatory (please print)

City Manager  
Title

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

**APPROVED AS TO FORM**

October 23, 2020  
CHARLES PARKIN, City Attorney

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

411 W. Ocean Blvd.  
Mailing Address

Long Beach, CA 90802  
City, State, Zip Code

95-6000733  
Federal ID Number



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's EEO Certification

City of Long Beach

Contractor Name

2525 Grand Ave. Long Beach, CA 90815

Address

Internal Revenue Service Employer Identification Number: 95-6000733

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Thomas B. Modica, City Manager

Authorized Official's Printed Name and Title

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Handwritten signature of Linda J. Johnson for Authorized Official's Signature

10/27/2020 Date

APPROVED AS TO FORM October 23, 2020 CHARLES PARKIN, City Attorney By Taylor M. Anderson Deputy City Attorney

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

## **Contractor Acknowledgement and Confidentiality Agreement**

**Contractor:** City of Long Beach

### **GENERAL INFORMATION:**

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

### **CONTRACTOR ACKNOWLEDGEMENT:**

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

Signature: *Thomas B. Modica for*

Date: 10 / 27 / 2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Thomas B. Modica , City Manager

Name and Title

APPROVED AS TO FORM

OCT 26, 2020  
CHARLES PARKIN, City Attorney

By *[Signature]*  
SARAH E. GREEN  
DEPUTY CITY ATTORNEY

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

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

Agreement Number: 2020CNGFH239

Contractor: City of Long Beach

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

Signature: Linda F. Tatom Date: 10 / 27 / 2020

Contractor's Non-Employee Name: LINDA F. TATOM

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

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

APPROVED AS TO FORM

October 23, 2020  
CHARLES PARKIN, City Attorney

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

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



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

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

**2.203.010 Findings.**

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

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

#### **2.203.030 Applicability.**

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

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

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

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

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

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

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

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

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

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

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

**2.203.090. Severability.**

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

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

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

Company Name:	City of Long Beach
Company Address:	2525 Grand Ave . Long Beach CA 90815
Telephone Number:	562-570-4581
Solicitation For (Type of Goods or Services):	

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II - Certification of Compliance**

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

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

Print Name: Thomas B. Modica, City Manager

Brenda J. Jahrom

Signature:

APPROVED AS TO FORM

10/27/2020

Date:

October 23, 2020

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

CHARLES PARKIN, City Attorney

By

Taylor M. Anderson

TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

REQUIRED FORMS    EXHIBIT   

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

Company Name:	City of Long Beach				
Company Address:	2525 Grand Ave				
City:	Long Beach	State:	CA	Zip Code:	90815
Telephone Number:	562-570-4581	Email address:	paul.duncan@lonbeach.gov		
Solicitation/Contract For	<u>Homeless</u> Services:				

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Thomas B. Modica	Title:	City Manger
Signature:	<i>Thomas B. Modica</i>	Date:	10/27/2020

Date: 10/27/2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

October 23, 2020  
CHARLES PARKIN, City Attorney

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

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

Charitable Contributions Certification

City of long Beach  
Company Name:

2525 Grand Ave Long Beach CA 90815  
Address:

Internal Revenue Service Employer Identification Number:

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

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

Check the Certification below that is applicable to your company.

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

OR

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

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

10/27/2020  
Date

APPROVED AS TO FORM  
October 23, 20 20  
CHARLES PARKIN, City Attorney  
By Taylor M. Anderson  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

## **HMIS Compliance Certification**

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

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

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

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

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

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

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

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

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

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

### HMIS Compliance Certification (Continued)

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

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

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

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

562-570-4045  
Contact Phone Number

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

Authorized Signature:

Thomas B. Modica for  
Name and Title: Thomas B. Modica, City Manager

10/27/2020  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

By [Signature]  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

## Insurance Requirements

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

**Limits**

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

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

(Continued)  
Insurance Requirements

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

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

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

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

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

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

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

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

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

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

CITY OF LONG BEACH  
CERTIFICATE OF SELF-INSURANCE



**With respect to:**

(Agreement Title/License  
and subject/location)

Agreement 2020CNGFH239—Homeless Initiative—Long Beach Continuum of  
Care—with the Los Angeles Homeless Services Authority (LAHSA) from July 1,  
2020 to June 30, 2021, inclusive

City of Long Beach  
Program Coordinator

Yesenia Beloso, Community Program Specialist, Phone (562) 570-4177  
Health

**Between the City of Long Beach and  
Certificate Holder:**  
(Name and Location)

Los Angeles Homeless Services Authority (LAHSA), 811 Wilshire Boulevard, 6<sup>th</sup>  
Floor, Los Angeles, CA 90017

Contact Person

Tyler Douglas, Specialist, Contracts & Grants, LAHSA Phone (213) 683-3344

**Type of Coverage:**

Commercial general and public officials' liability in an amount of

\$1 million per occurrence & \$ 2 million in general aggregate. As applicable, abuse and molestation liability in  
an amount of \$2 million per occurrence & \$ 2 million in general aggregate. Commercial automobile liability  
equivalent to CA 00 10 06 92 covering owned, hired, and non-owned autos in an amount of \$1,000,000  
combined single limits. Statutory workers' compensation and employer's liability in an amount of \$1,000,000  
each accident or occupational disease; Special perils property insurance covering LAHSA-owned or leased  
property provided to City with respect to this Agreement at replacement cost. Cyber liability coverage (third-  
party only coverage) for losses to others directly caused by City's errors and omissions, failure to safeguard  
data, or defamation in an amount of \$1 million per occurrence & \$ 1 million in general aggregate. Fidelity in  
an amount of \$25,000.00.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement. If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice to Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

**Additional Interest:** *Los Angeles Homeless Services Agency (LAHSA), the County of Los Angeles, and their Special Districts, its officials, officers, and employees* are additional covered interests as per the attached endorsement.

For further information or in the event of a claim,  
contact:

Certified by:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

Joleen Richardson, ARM, CSP  
Risk Manager

Coverage period: July 1, 2020 – June 30, 2021

Date issued: October 20, 2020

Certificate no. 2020-078C

**CITY OF LONG BEACH**  
**ADDITIONAL COVERED INTEREST ENDORSEMENT**  
**TO CERTIFICATE NO. 2020-078C**



**Additional Covered Interest:**

Los Angeles Homeless Services Authority (LAHSA), the County of Los Angeles, and its Special Districts, its officials, officers, and employees

**With Respect to (Agreement or Program):**

**Agreement 2020CNGFH239—Homeless Initiative—Long Beach Continuum of Care—with the Los Angeles Homeless Services Authority (LAHSA) from July 1, 2020 to June 30, 2021, inclusive**

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

\_\_\_\_\_  
Joleen Richardson, ARM, CSP  
Risk Manager

Coverage Period\*: 07/01/2020 – 06/30/2021  
\*unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.

Endorsement no. 2020-078E

Date issued October 20, 2020



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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



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

**POLICY**

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

**NON-DISCRIMINATION**

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

**GRIEVANCE PROCEDURE**

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

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

**CLIENT GRIEVANCE**

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

**ADMINISTRATIVE REVIEW**

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

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

1. Exhibit U – LAHSA Grievance Resolution Appeal Form
2. Exhibit V – Participant Eligibility Guide
3. Exhibit W – LAHSA Program Standards
4. Exhibit X – LAHSA Contractor’s Accounting Handbook
5. Exhibit Y – Internal Revenue Service No. 1015
6. Exhibit Z – Safely Surrendered Baby Law
7. Exhibit AA – Standardized Tuberculosis (“TB”) Guidelines
8. Exhibit EE – VAWA Policy
9. Exhibit FF – LAHSA Facility Standards
10. Exhibit GG – LAHSA’s Sub-recipient Contract Amendment, Modification or Waiver Policy

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

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

**PROPOSER CERTIFICATION**

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

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

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

Print Name: Thomas B. Modica	Title: City Manager
Signature: <i>Linda J. Saturni for</i>	Date: 10/27/2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
*October 23, 2020*  
CHARLES PARKIN, City Attorney  
By *[Signature]*  
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

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

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

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

City of Long Beach  
 \_\_\_\_\_  
 Contractor Agency Name

Thomas B. Modica , City Manager  
 \_\_\_\_\_  
 Contractor Representative Name and Title

*Linda J. Saturni for*  
 \_\_\_\_\_  
 Official's Signature

EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER


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



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

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

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

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

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

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

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

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

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

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

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

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

**3. Access to bathrooms**

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

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

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

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

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

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

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

**Procedures**

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

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

### **Policy Implementation Guidance**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Other Resources**

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

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

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

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

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

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

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

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

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

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

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

### Definition of Terms Used

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

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

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

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

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

**Exhibit HH  
Fraud Hotline Fact Sheet  
(on next page)**

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**



## Fraud Hotline Fact Sheet

In collaboration with the County of Los Angeles Office of County Investigation (OCI) Fraud Hotline, LAHSA has become a partner to prevent and identify various types of fraud across the Los Angeles Continuum of Care and the Los Angeles Coordinated Entry System. Through the OCI Fraud Hotline LAHSA employees, partnering agencies, and participants within LAHSA-funded programs may anonymously report violations of financial fraud, theft, embezzlement, ethics, and waste of public funds.

The OCI Fraud Hotline has live operators Monday through Thursday from 8:00 a.m. to 4:00 p.m. and is available 24-hours a day online and via email. The online feature of the Hotline can also be used to get status updates of previously filed complaints.

Allegations may be filed by using any of the following contact methods:

**Los Angeles County Fraud Hotline**  
500 W. Temple Street, Suite 515  
Los Angeles, CA 90012

Hotline: (800) 544-6861  
Fax: (213) 633-0991  
Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)  
Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Anyone who believes, or has evidence that, fraud or corruption related to LAHSA or any of its contractors has taken place are encouraged to file a report. Reports may be filed against any LAHSA manager, employee, contractor, or vendor who may be committing fraud, or any practice or act where there has been an observation of any activity that results in the waste or misapplication of LAHSA resources.

Informants may identify themselves or remain anonymous. The Office of County Investigations (OCI) and LAHSA strictly honor confidentiality and will not reveal the identity of an informant or source of information without the informant's expressed authorization or by order of a court of law. However, anonymous reports may be more difficult to investigate due to the inability to contact the informant if additional questions are necessary.

LAHSA believes the OCI Fraud Hotline partnership adds value to our responsibility of administration and oversight of public funds, while strengthening the continuum of services and programming for persons experiencing homelessness that we create and manage.



**Exhibit II  
Fraud Hotline Poster  
(on next page)**

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

# LOS ANGELES COUNTY FRAUD HOTLINE

## 1-800-544-6861

YOU MAY REMAIN ANONYMOUS

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

RECOGNIZE IT | REPORT IT | PREVENT IT

THEFT BRIBES  
KICKBACKS FORGERY  
GRATUITIES COLLUSION  
CYBERCRIME ABUSE  
BREACHES PRICE FIXING  
CONFLICT OF INTEREST  
BID RIGGING

GOOD GOVERNMENT STARTS WITH YOU!

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

**(213) 633-0991** **FAX** \_\_\_\_\_

**WRITE  
TO**

LOS ANGELES COUNTY FRAUD HOTLINE  
500 WEST TEMPLE STREET, SUITE 515  
LOS ANGELES, CALIFORNIA 90012

SPONSORED BY THE LOS ANGELES COUNTY BOARD OF SUPERVISORS



LOS ANGELES COUNTY

# FRAUD HOTLINE

**Good Government  
Starts With You!**

**1-800-544-6861**

**fraud.lacounty.gov**

E-mail:

**fraud@auditor.lacounty.gov**

Write to:

L.A. County Fraud Hotline  
500 W. Temple St., Suite 515  
Los Angeles, CA 90012

Fax:

213-633-0991

**RECOGNIZE IT  
REPORT IT  
PREVENT IT**

**THEFT  
BRIBES/KICKBACKS  
FORGERY  
COLLUSION  
CYBERCRIME  
CONFLICT OF INTEREST  
BID RIGGING**

BY COUNTY EMPLOYEES,  
VENDORS AND CONTRACTORS

**YOU MAY  
REMAIN  
ANONYMOUS**

**24 HOURS A DAY  
7 DAYS A WEEK**



SPONSORED BY THE LOS ANGELES COUNTY BOARD OF SUPERVISORS

**Exhibit JJ  
Federal Provisions – COVID-19  
(on next page)**

**Contractor Name: City of Long Beach**

**Agreement Number: 2020CNGFH239**

## Exhibit

### FEDERAL PROVISIONS – COVID-19

#### I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### III. ACCESS TO RECORDS

- A. The Contractor agrees to provide LAHSA, the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date LAHSA makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until LAHSA, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

#### **IV. DEBARMENT AND SUSPENSION**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by LAHSA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, LAHSA, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. LAHSA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to LAHSA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**VII. ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**VIII. DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of LAHSA's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at [www.wdol.gov](http://www.wdol.gov). Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Los Angeles." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** LAHSA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

**X. NOTICE OF REPORTING REQUIREMENTS**

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide and agrees to comply with any such applicable requirements.



- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))**

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, LAHSA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), LAHSA and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

## **XIII. ENERGY CONSERVATION REQUIREMENTS**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**XIV. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to LAHSA and understands and agrees that LAHSA will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third-party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

**XVI. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

**XVII. CHANGES.**

Any changes or modifications will be by written mutual agreement of the parties.

**XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XIX. MBE / WBE REQUIREMENTS**

LAHSA intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

**PRIME CONTRACTOR RESPONSIBILITIES**

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

**"GOOD FAITH" EFFORT PROCESS**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

**XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

**XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**XXIII. DHS SEAL, LOGO, AND FLAGS.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

## Attachment 1

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, LAHSA may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Linda J. Johnson*  
Contractor Signature

*10/27/2020*  
Date

Thomas B. Modica, City Manager

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

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

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

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Ronda J. Tatum*  
Contractor Signature

10/27/2020  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
APPROVED AS TO FORM  
October 23, 2020  
CHARLES PARKIN, City Attorney

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











# Presenting LAHSA Agreement 2020CNGFH239 - City of Long Beach.

Final Audit Report

2020-11-09

Created:	2020-11-07
By:	Tyler Douglas (tdouglas@lahsa.org)
Status:	Signed
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-  Document created by Tyler Douglas (tdouglas@lahsa.org)  
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✔ Agreement completed.

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