

1 of homelessness based on Intake and Assessment, in accordance with HCFC
2 Agreement 18-HEAP-00011, Attachment "A" entitled "Statement of Work",
3 Attachment "B" entitled "Budget", Attachment "C" entitled "Certification Regarding
4 Compliance with Americans with Disabilities Act," Attachment "D" entitled
5 "Certification Regarding Debarment," Attachment "E" entitled "Certification
6 Regarding Lobbying," Attachment "F" entitled "Certification of No Conflict of
7 Interest," and Attachment "G" entitled "Health Information in Compliance with the
8 Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health
9 Information Technology for Economic and Clinical Health Act (HITECH Act)
10 Business Associate Agreement," all of which are attached hereto and incorporated
11 by this reference, and the Long Beach Continuum of Care Program Guidelines,
12 which have been provided to Organization and are incorporated by this reference.

13 B. Organization shall be responsible for adherence to all policies,
14 procedures, rules and regulations contained in the Long Beach Continuum of Care
15 Program Guidelines, applicable OMB Circulars, this Subcontract and attachments
16 A-G, HCFC Agreement 18-HEAP-00011 for the funds dispersed under this
17 Subcontract, the Request for Proposal ("RFP"), and Organization's proposal in
18 response to the RFP.

19 C. The term of this Subcontract shall be the Operational Year
20 beginning on July 1, 2019 and ending on June 30, 2021, with the option of one
21 extension through October 31, 2021, unless sooner terminated as provided herein.

22 Section 3.

23 A. Total disbursements made to Organization under this Contract
24 by the City shall not exceed Three Hundred Sixty-Two Thousand Eight Hundred
25 Fifty-One Dollars (\$362,851) over the term of this Subcontract. Upon execution of
26 this Subcontract, the City shall disburse funds payable hereunder in due course of
27 payments following receipt from Organization of billing statements in a form
28 approved by the City showing expenditures and costs identified in Attachment "B".

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

C. Organization shall prepare monthly invoices and submit them to the City within fifteen (15) days after the end of the month in which Organization provided services. Organization shall attach cancelled checks and other documentation supporting the charges. Failure to submit an invoice and its accompanying documentation within the 15-day period may result in late payment from the City. Submission of incorrect invoices or inadequate documentation shall result in a Disallowed Cost Report. The Disallowed Cost Report was created to provide detail to Organization for the purpose of communicating disallowed costs due to reasons of insufficient source documentation, ineligible expenses, exceeded line items, and similar reasons. In the event that an item is disallowed in the invoice, Organization will be permitted to resubmit the disallowed costs along with adequate source documentation, other eligible expenses, and the like in the next invoice. The City reserves the right to refuse payment of an invoice (a) received by it thirty (30) days after Organization provided the services relating to that invoice; (b) for in allocable or ineligible expenses; or (c) for the unauthorized expense of funds requiring written approval for budget changes or modifications.

D. Organization shall prepare quarterly reports and submit them along with all invoice backup documentation to the City within fifteen (15) days after the end of the quarter in which Organization provided services.

E. The City closes its fiscal year during the months of August and September; Organization acknowledges and agrees that the City's payment of

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invoices will be slightly slower during that time.

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

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

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

Section 4.

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

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

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

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

21 D. If Organization spends Seven Hundred Fifty Thousand Dollars
22 (\$750,000) or more in Federal funds in an Operational Year, then Organization shall
23 submit an audit report to the City in accordance with OMB Super Circular no later
24 than thirty (30) days after receipt of the audit report from Organization's auditor or
25 no later than nine (9) months after the end of the Operational Year, whichever is
26 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars
27 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited
28 financial statement is required.

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Section 5.

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

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

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

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

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

F. Organization will provide information, such as data and reports, as required by HCFC.

Section 6.

A. In the performance of this Subcontract, Organization shall not discriminate against any employee, applicant for employment or service, or subcontractor because of race, color, religion, national origin, sex, sexual orientation, gender identity, AIDS, HIV Status, AIDS related condition, age, disability or handicap. Organization shall take affirmative action to assure that applicants are

1 employed or served, and that employees and applicants are treated during
2 employment or services without regard to these categories. Such action shall
3 include but not be limited to the following: employment, upgrading, demotion or
4 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or
5 other forms of compensation; and selection for training, including apprenticeship.

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

11 Section 7.

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

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

26 Section 8.

27 A. Organization acknowledges and agrees that the provision of
28 services under this Subcontract does not require or permit access by Organization

1 or any of its officers, employees, or agents, to any patient medical records/patient
2 information. Accordingly, Organization shall instruct its officers, employees, and
3 agents that they are not to pursue, or gain access to, patient medical records/patient
4 information for any reason whatsoever.

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

11 C. Additionally, in the event of such inadvertent access,
12 Organization and its officers, employees, and agents, shall maintain the
13 confidentiality of any information obtained and shall notify the City that such access
14 has been gained immediately, or upon the first reasonable opportunity to do so. In
15 the event of any access, whether inadvertent or intentional, Organization shall
16 indemnify, defend, and hold harmless the City, and HCFC, its officers, employees,
17 and agents, from and against any and all liability, including but not limited to, actions,
18 claims, costs, demands, expenses, and fees (including attorney and expert witness
19 fees) arising from or connected with Organization or its officers', employees', or
20 agents', access to patient medical records/patient information. Organization agrees
21 to provide appropriate training to its employees regarding their obligations as
22 described hereinabove.

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

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Section 10.

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

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

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

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

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Section 11.

A. As a condition precedent to the effectiveness of this Subcontract, Organization shall procure and maintain at Organization's expense for the duration of this Subcontract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(1) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities performed by or on behalf of the Organization in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If the Organization may be working with minors or other vulnerable groups at any time during this Subcontract, this insurance shall include coverage for insureds accused of participating in a physical abuse, sexual misconduct or sexual molestation.

(2) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

(3) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired

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automobiles.

(4) As applicable to the discipline of the Organization, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Subcontract.

B. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

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

D. Organization shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Organization's liability relating to performance under this Subcontract. City reserves the right to require complete certified copies of all said policies at any time.

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E. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Subcontract.

F. Organization shall within thirty (30) days prior to expiration of this insurance, furnish to the City certificates of insurance and endorsements evidencing renewal of the insurance. The City reserves the right to require complete certified copies of all policies of Organization and Organization's contractors and subcontractors, at any time.

Section 12.

A. When acquiring or leasing property pursuant to this Subcontract, Organization 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 the City that an inspection for the presence of lead-based paint hazards has taken place. Organization are precluded from leasing structures where lead-based paint exists and abatement has not taken place. Organization is further prohibited from sheltering any adult or minor child in a structure where lead-based paint is known to exist.

B. Organization certifies that, if grant funds are used for renovation or conversion of the building for which the grant funds will be used, then the building must be maintained as a shelter for or provide supportive services to homeless individuals for not less than ten (10) years nor more than fifteen (15) years

1 according to a written determination delivered to Organization by the City, and such
2 determination shall state when the applicable period of time shall commence and
3 terminate.

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

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

11 E. Organization shall not commence services until the City's
12 Development Services has completed an environmental review under 24 CFR Part
13 50, and Organization shall not commence such services until the City informs
14 Organization of the completion and conditions of said environmental review.

15 F. Organization shall provide reports as required by the City and
16 HCFC and as required in this Subcontract and applicable laws and regulations.

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

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

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

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

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

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

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

H. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HEAP. However, an organization shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

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

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

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

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proselytization.

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

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

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

(4) HEAP funds may not be used for the acquisition, construction or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

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

I. Organization shall provide homeless individuals and/or families

1 with assistance in obtaining:

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

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

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

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

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

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

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

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

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

12 Section 16. All notices given hereunder this Subcontract shall be in writing
13 and personally delivered or deposited in the U.S. Postal Service, certified mail, return
14 receipt requested, to the City at 2525 Grand Avenue, Long Beach, California 90815 Attn:
15 Homeless Services Officer, and to Organization at the address first stated above. Notice
16 shall be deemed given on the date personal delivery is made or the date shown on the
17 return receipt, whichever is earlier. Notice of change of address shall be given in the same
18 manner as stated for other notices.

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

22 Section 18. Organization shall have the right to terminate this Subcontract
23 at any time for any reason by giving ninety (90) days prior notice of termination to the City,
24 and the City shall have the right to terminate all or any part of this Subcontract at any time
25 for any reason or no reason by giving five (5) days prior notice to Organization. If either
26 party terminates this Subcontract, all funds held by Organization under this Subcontract
27 which have not been spent on the date of termination shall be returned to the City.

28 Section 19. This Subcontract, including all exhibits and attachments hereto,

1 constitutes the entire understanding of the parties and supersedes all other agreements,
2 oral or written, with respect to the subject matter herein.

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

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

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

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

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

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

INTERVAL HOUSE, a California nonprofit corporation

May 27, 2020

By Carol Williams
Name Carol Williams
Title Executive Director

_____, 2020

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal corporation

June 2, 2020

By Rebecca H. Garner
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Subcontract is approved as to form on May 28,

2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Attachment A

**City of Long Beach
Homeless Emergency Aid Program (2019)
Scope of Work - Homelessness Prevention Project
LARGE CITY HOMELESSNESS PREVENTION PROGRAM**

Agency: Interval House

Project Name: Interval House HEAP Homelessness Prevention Program

Primary Place of

Performance: 6615 E. Pacific Coast Hwy., Suite 170, Long Beach, CA 90803

Project Summary

Interval House's Homelessness Prevention (HP) program will offer a full range of financial assistance and supportive services to help at-risk individuals and families in the City of Long Beach achieve stable permanent housing as quickly as possible. The goal of the program is to reach precariously housed individuals and families before they become homeless to connect them with appropriate housing resources that are designed to help participants achieve and maintain housing stability. In a one-year period, the program will provide housing services for 68 households at risk of homelessness (actual numbers may vary depending on household need and length of assistance), including housing stabilization services, short-term rental assistance, and follow-up support.

Project Objectives

Please see below for Number of Households and Persons to Be Served at a Point in Time and Unduplicated Number of Households and Persons to Be Served over 12-months.

Number of Households to be Served at Maximum Program Capacity:	<u>6</u>
Number of Persons to be Served at Maximum Program Capacity:	<u>9</u>
Total Number of Unduplicated Households to be Served over a 12-Month Period:	<u>68</u>
Total Number of Unduplicated Persons to be Served over a 12-Month Period:	<u>102</u>

Target Population

The program will target persons living in the Long Beach Continuum of Care service area who are at risk of becoming homeless and meet the eligibility criteria as outlined in the RFP. The proposed project does not limit assistance to any specific subpopulations.

initial

Cash

ATTACHMENT B

PROJECT BUDGET FORM
LARGE CITY HOMELESSNESS PREVENTION PROGRAM
HOMELESS EMERGENCY AID PROGRAM (HEAP) 2019
HOMELESSNESS PREVENTION

PROJECT NAME: Interval House HEAP Homelessness Prevention Program AGENCY: Interval House

HOUSING RELOCATION & STABILIZATION SVCS FINANCIAL ASSISTANCE Position/Title/Item:	(A) Actual Annual Project Costs	(B) % Requested from HEAP	(AxB)* Funding Request
1) Rental Arrears, Rental Assistance, and Late Fees	298,697.00	100.00%	298,697.00
2)			0.00
3)			0.00
4)			0.00
5)			0.00
6)			0.00
7)			0.00
8)			0.00
HRSS (FINANCIAL ASSISTANCE) SUBTOTAL:	298,697.00		298,697.00

HOUSING RELOCATION & STABILIZATION SVCS: SERVICES - PERSONNEL Position/Title/Item:	(A) Actual Annual Salary	(B) Actual Annual Benefits	(A+B) Actual Annual Salary+Benefits	(C) % FTE on Project	(A+B)xC* Funding Request	Type of Housing Relocation & Stabilization Svc
SAMPLE - HOUSING COORDINATOR, 1.0 FTE	55,000.00	5,500.00	60,500.00	15.00%	9,075.00	Housing stability case management
1) Program Director (6 months)	115,000.00	22,312.00	137,312.00	1.25%	858.00	
2) Program Director (12 months)	115,000.00	22,312.00	137,312.00	12.50%	17,164.00	
2) Housing Advocate (18 months)	60,000.00	11,645.00	71,645.00	37.50%	40,300.00	
4)			0.00		0.00	
5)			0.00		0.00	
6)			0.00		0.00	
7)			0.00		0.00	
8)			0.00		0.00	
HRSS (SERVICES - PERSONNEL) SUBTOTAL:	290,000.00	56,269.00	346,269.00		58,322.00	

HOUSING RELOCATION & STABILIZATION SVCS: SERVICES - NONPERSONNEL Position/Title/Item:	(A) Actual Annual Project Costs	(B) % Requested from HEAP	(AxB)* Funding Request	Type of Housing Relocation & Stabilization Svc
1) 10% de minimis	5,832.00	100.00%	5,832.00	
2)			0.00	
3)			0.00	
4)			0.00	
5)			0.00	
6)			0.00	
7)			0.00	
8)			0.00	
9)			0.00	
HRSS (SERVICES - NONPERSONNEL) SUBTOTAL:	5,832.00		5,832.00	

HOUSING RELOCATION & STABILIZATION SVCS SUBTOTAL:	650,798.00		362,851.00
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HOMELESS PREVENTION TOTALS: (Housing Relocation & Stabilization Services + Rental Assistance)	Actual Annual Project Costs	Total Funding Request
PROJECT TOTAL:	650,798.00	362,851.00

Attachment C

Certification Regarding Compliance with Americans With Disabilities Act

Certification Regarding Compliance With Americans With Disabilities Act

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

Subrecipient 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.

Subrecipient 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.

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

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

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

Subrecipient 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.

NAME & TITLE OF AUTHORIZED ADA COMPLIANCE REPRESENTATIVE:

Candi Williams, Executive Director

NAME/TITLE

Candi Williams

SIGNATURE

5/7/20

DATE

Attachment D
Certification Regarding Debarment



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4066

CERTIFICATION REGARDING DEBARMENT

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

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

CERTIFICATE REGARDING DEBARMENT

Page 3

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Name and Title of Authorized Representative: Carol Williams, Executive

Carol Williams

Signature

5/7/20

Date

Director

Attachment E
Certification Regarding Lobbying



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4066

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Name and Title of Authorized Representative: Carol Williams, Executive Director

Carol Williams

5/7/20

Signature

Date

Attachment F
Certification of No Conflict of Interest

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.

Name and Title of Authorized Representative: Carol Williams, Executive Director

Carol Williams

5/7/20

Signature

Date

Attachment G

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



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

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

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered
as of May 7, 2020 by and between
Interval House, a corporation
[corporation, partnership, dba], whose business address is
6615 E. PACIFIC COAST HWY # 170 LONG BEACH, CA 90803
(hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a
municipal corporation (hereinafter referred to as "City" or "Covered Entity").

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

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

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

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

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

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

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

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

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

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).

4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
- B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
- C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.

5. OBLIGATIONS OF COVERED ENTITY.

- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

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

- C. Notification of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.

7. TERM AND TERMINATION.

- A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:
1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.
- C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.

Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.

9. MISCELLANEOUS.

- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
- B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
- C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

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

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

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

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

Interval House
(Name of Business Associate)

a corporation
(corporation, partnership, individual)

May 7, 2020

By Caual Williams

Title: Executive Director

_____, 20____

By _____

Title: _____

CITY OF LONG BEACH, a municipal corporation

_____, 20____

By _____
City Manager or designee

"City"

The foregoing Agreement is hereby approved as to form this ____ day of _____, 20____.

CHARLES PARKIN, City Attorney

By _____
Deputy